

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JEFFREY GABBAY,

Plaintiff,

v.

BERNARD G. CONAWAY, ESQUIRE
and CONAWAY-LEGAL LLC,

Defendants.

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C.A. No.1:20-cv-00743-JLH

JURY TRIAL DEMANDED

**APPENDIX TO DEFENDANTS' MEMORANDUM
IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

SEITZ, VAN OGTROP & GREEN, P.A.

/s/ R. Karl Hill

R. Karl Hill, Esquire (2747)
222 Delaware Avenue, Suite 1500
Wilmington, DE 19801
Tele: (302) 888-7604
Email: *khill@svglaw.com*

Attorneys for the Defendants

Dated: June 21, 2024

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EXHIBIT A

In the Matter Of:

Gabbay vs

Conaway

JEFFREY GABBAY

March 16, 2023



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ConawayJeffrey Gabbay
March 16, 2023

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JEFFREY GABBAY, : C.A. No.
: 1:20-cv-00743-GBW

Plaintiff, :

vs. :

BERNARD G. CONAWAY, :
ESQUIRE and CONAWAY- :
LEGAL LLC, :
Defendants. :

Thursdays March 16, 2023
Remote deposition taken via Zoom Videoconferencing

Sworn video deposition of JEFFREY
GABBAY was taken pursuant to notice via Zoom
Videoconferencing on the above date, beginning
at approximately 8:17 a.m., before Stephanie
Weldon, Court Reporter and Notary Public for
the State of Pennsylvania, there being present
remotely.

LEXITAS LEGAL
999 OLD EAGLE SCHOOL ROAD, SUITE 118
WAYNE, PA 19087
888.267.1200 (PH) 267.775.3310 (FAX)
www.lexitaslegal.com

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APPEARANCES via Zoom Videoconferencing:

THE POLIQUIN FIRM, LLC

BY: RONALD POLIQUIN, ESQUIRE
1475 South Governors Avenue
Dover, Delaware 19904
(302) 702-5501
ron@poliquinfirm.com
jeffgabbay@gmail.com
Representing the Plaintiff

SEITZ, VAN OGTRUP & GREEN, P.A.

BY: R. KARL HILL, ESQUIRE
222 Delaware Avenue, Suite 1500
Wilmington, Delaware 19801
(302) 888-7604
khill@svglaw.com
Representing the Defendants

ALSO PRESENT:
Bernard Conaway, Defendant

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(Witness sworn.)	
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(It is agreed by and between
counsel that the sealing, filing, and
certification are hereby waived and all
objections, except as to the form of
the questions, are reserved until the
time of trial.)

JEFFREY GABBAY, after having
been duly sworn, was examined and
testified as follows:

DIRECT EXAMINATION

BY MR. HILL:

Q. Mr. Gabbay, good morning. I'm Karl
Hill. I represent Bernie Conaway, and Bernie's
law firm in this case that you brought in the
District Court of Delaware that brings us
together today. I appreciate your time today in
advance. Okay?

A. Thank you.

Q. Can you hear me okay, Mr. Gabbay?

A. Yes. Very clearly.

Q. And if I do slip, I may refer to you

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<p style="text-align: right;">Page 5</p> <p>1 just by your first name. Is that --</p> <p>2 A. Call -- call me Jeff. It's fine. Call</p> <p>3 me Jeff.</p> <p>4 Q. Okay. And likewise, please call me</p> <p>5 Karl.</p> <p>6 A. Okay.</p> <p>7 Q. And with --</p> <p>8 THE COURT REPORTER: And</p> <p>9 before -- wait, guys. I'm sorry. I</p> <p>10 have to interrupt. Please don't speak</p> <p>11 over each other because I cannot hear</p> <p>12 because it will cut you guys out. You</p> <p>13 don't want holes in the transcript,</p> <p>14 right?</p> <p>15 MR. HILL: Thank you.</p> <p>16 THE COURT REPORTER: And it</p> <p>17 looks like we lost other counsel.</p> <p>18 THE WITNESS: We lost the</p> <p>19 other counsel.</p> <p>20 MR. HILL: We lost Ron.</p> <p>21 THE WITNESS: Yeah.</p> <p>22 (Whereupon, a recess was</p> <p>23 taken.)</p> <p>24 BY MR. HILL:</p>	<p style="text-align: right;">Page 7</p> <p>1 A. Yes.</p> <p>2 Q. All right. And you might remember some</p> <p>3 of these ground rules, but it's probably</p> <p>4 beneficial to go through a couple. We can't</p> <p>5 talk over one another. So if you'll wait until</p> <p>6 my question is over to start your answer, I'll</p> <p>7 do my best to not ask the next question until</p> <p>8 you're done answering. Okay?</p> <p>9 A. Mm-hmm. Okay.</p> <p>10 Q. The second ground rule is that your</p> <p>11 responses have to be verbal. So even though</p> <p>12 we're on a Zoom platform, I don't think it's</p> <p>13 being recorded. So the court reporter's going</p> <p>14 to need to take down only verbal responses.</p> <p>15 Okay?</p> <p>16 A. Correct.</p> <p>17 Q. And the third one is if you need a break</p> <p>18 for any reason, just let me know, and we'll stop</p> <p>19 and take a break, and I may, likewise, need to</p> <p>20 do that as well. Okay?</p> <p>21 A. Okay.</p> <p>22 Q. It's not a test. It's just my</p> <p>23 opportunity to ask you questions that are</p> <p>24 pertinent to this dispute. Okay?</p>
<p style="text-align: right;">Page 6</p> <p>1 Q. All right. Jeff, let's get started.</p> <p>2 Where are you physically located today for the</p> <p>3 purposes of this deposition?</p> <p>4 A. I am in my home. Jabotinsky Street,</p> <p>5 No. 14 in Jerusalem, Israel.</p> <p>6 Q. And is there anyone else in the room</p> <p>7 with you?</p> <p>8 A. No.</p> <p>9 Q. And I forwarded a document to your</p> <p>10 attorney yesterday that I'm going to -- that</p> <p>11 we'll get into later. Do you have that with</p> <p>12 you?</p> <p>13 A. If it's the one that Ron sent me, yes.</p> <p>14 Q. Okay. It's a series of e-mails?</p> <p>15 A. 74 pages, correct.</p> <p>16 Q. Okay. Great. And you have that</p> <p>17 actually printed out?</p> <p>18 A. (Indicating.)</p> <p>19 Q. Thank you. All right. Let's get</p> <p>20 started. I want to give you a couple of ground</p> <p>21 rules, and Stephanie referred to one of them.</p> <p>22 And I know you've been deposed one time before.</p> <p>23 Is that the only time, Jeff, that you've been</p> <p>24 deposed?</p>	<p style="text-align: right;">Page 8</p> <p>1 A. Yes.</p> <p>2 Q. All right. Where were you born,</p> <p>3 Mr. Gabbay?</p> <p>4 A. I was born in New York City.</p> <p>5 Q. And were you raised in -- were you</p> <p>6 raised in New York?</p> <p>7 A. Yes. I was raised in New York. I came</p> <p>8 to Israel at the age of 25 in 1973.</p> <p>9 Q. And what's your educational background,</p> <p>10 sir?</p> <p>11 A. My education is first degree textile</p> <p>12 engineering. I then studied chemistry and</p> <p>13 biochemistry, and then I studied pathology.</p> <p>14 Q. Pathology, you said?</p> <p>15 A. Yes.</p> <p>16 Q. And where did you -- did you obtain</p> <p>17 degrees in each of those disciplines?</p> <p>18 A. No.</p> <p>19 Q. What degrees --</p> <p>20 A. I --</p> <p>21 Q. I'm sorry.</p> <p>22 A. Yeah. The system for education in</p> <p>23 Europe is different than it is in the United</p> <p>24 States.</p>

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<p style="text-align: right;">Page 9</p> <p>1 Q. Okay. Can you -- 2 A. So you get a -- right, it's a 3 completely different system. You have a 4 certification so that, for example, your 5 studying is primarily hands-on. It's almost 6 all bench work. So when I did textile 7 engineering, that was done in a textile 8 factory. The engineering part were done in 9 classes that were part of the factory. When I 10 did the biology and the biochemistry, those 11 were done also in laboratories. And then 12 pathology is -- I'm not qualified to see 13 patients. I am qualified to understand the 14 nature of a disease. So you get certification 15 for a baccalaureate system, which would be the 16 equivalent of an American MA or BA or -- and so 17 on. But I can't say that that's what it is 18 because it's not. I would not present myself 19 with these degrees if I were in the United 20 States. In Europe, you can discuss 21 certification. In America, you can't. 22 Q. Did I understand you correctly before 23 that you were raised in New York but moved to 24 Israel when you were 25?</p>	<p style="text-align: right;">Page 11</p> <p>1 A. Sure. Most of my work has been around 2 the development of technical textiles. A lot 3 of my work has been for the -- my original 4 work, which was done in the '70s was for -- in 5 conjunction with the Ministry of Defense of the 6 State of Israel and with the Department of 7 Defense in the United States. I was -- I 8 worked on such projects as -- and I'll continue 9 ones that I'm allowed to talk about. We talked 10 about fireproof fabrics, bulletproof fabrics, 11 radar scattering fabrics, fabrics that are 12 electronically active. In 1993, I moved from 13 military to medical. 14 Q. Okay. And... 15 A. Okay. And that actually came because 16 of work that I did on biological warfare. And 17 my original work during these years was 18 primarily for the control of nosocomial 19 infections, hospital-acquired infections. This 20 had to do with work that I did, which was 21 published on the source of bacteria in a 22 hospital, and the mode of transmission of that 23 bacteria from patient to patient as a cause for 24 mortality in hospitals. The number one cause</p>
<p style="text-align: right;">Page 10</p> <p>1 A. That's correct. So my studying, I 2 actually did after I came to Israel. I did -- 3 I did two-and-a-half years of university in the 4 United States, and then I moved to Israel. 5 Q. I see. Okay. And are you a resident of 6 Israel now? 7 A. I am a citizen of the State of Israel, 8 and I carry dual citizenship. 9 Q. I'm sorry. You said you're a citizen 10 of? 11 A. I am a citizen of the State of Israel, 12 and I carry dual citizenship. I am also an 13 American citizen. 14 Q. Okay. Thank you. And just to ballpark, 15 do you spend time in the U.S. during the year? 16 A. I have not spent time in the U.S. for 17 the last three years because of COVID. But 18 before that, I was in America very often. 19 Q. Very often? 20 A. Yeah. I would be in America at 21 least -- the least, six times a year. 22 Q. Okay. And maybe this is a good segue. 23 Can you give me a little bit of your work 24 experience in life?</p>	<p style="text-align: right;">Page 12</p> <p>1 of death in hospitals are hospital-acquired 2 infections. 3 Karl, on a personal level, having 4 nothing to do with this deposition, if you can 5 avoid going to a hospital, do so. Because 6 generally speaking, the bioburden of antibiotic 7 resistant bacteria in a hospital is extremely 8 high, which is why approximately 10 percent of 9 all patients will pick up some kind of a bug. 10 That doesn't mean they'll die, but they'll pick 11 up a bug. All right? Normally, you give them 12 an antibiotic and that will take care of it. 13 But what has happened over the last 10 or 15 14 primarily is the prevalence of super bugs. 15 Some -- 16 Q. In the hospital setting? 17 A. Yeah. MRSA would be an example of one, 18 the common -- the most common one. These are 19 methicillin-resistant staphylococcus aureus, 20 and they will kill a very -- a very high 21 percentage of the people that catch it. There 22 are many bacteria now that are antibiotics 23 resistant. Now, just the background. 24 Q. Yeah.</p>

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<p style="text-align: right;">Page 13</p> <p>1 A. The primary sources of bacteria was 2 found actually to be the patients themselves. 3 Your body gives off a quarter of a million 4 bacteria every minute. And the question is, 5 where do they go. Well normally, the bacteria 6 would stay on your skin and they would die. 7 However, if that bacteria leaves your body and 8 gets to an incubating atmosphere before it 9 dies, then it will proliferate in that 10 incubating atmosphere as if it's in a Petri 11 dish. And unfortunately, what we found was the 12 most common place for this was actually the 13 textile products in the hospital. 14 Q. You mean by that, that the clothing 15 that's worn by -- 16 A. The clothing -- the clothing, sheets, 17 towels, nurses' uniforms. Now, when a nurse 18 changes a sheet or when she moves from room to 19 room, or when the patient gets out of his bed 20 to go to the bathroom or walks around the 21 hallways, or the doctors in their lab coats 22 walk, they're actually transmitting bacteria 23 from room to room. 24 If you remember, there used to be a</p>	<p style="text-align: right;">Page 15</p> <p>1 deposition. 2 A. Oh. 3 Q. So my son -- my son is a first-year 4 doctor, and I find it very interesting what 5 you're saying about this. 6 A. So to prevent the prevention, what we 7 want to do is we want to kill the bacteria so 8 that they can't spread around. Now, the issue 9 that we've always had was how can you kill the 10 bacteria without killing the patients. Because 11 if you kill one, you're going to kill the 12 other. That's -- unfortunately, that's how it 13 works, and that's what we figured out, or I 14 figured out. 15 Q. And I appreciate that and I commend you 16 for that. Can we put a little more detail on 17 who you were actually working for as you 18 developed these, I don't want to belittle it, 19 but these processes to make the textiles more -- 20 A. I was -- 21 Q. -- resistant to bacteria? 22 A. I was the -- I was the primary -- the 23 chief technical officer. 24 Q. For which company?</p>
<p style="text-align: right;">Page 14</p> <p>1 Peanuts character named Pig Pen. And this was 2 the little boy that would walk around, and -- 3 every time he walked, there was always this 4 black dust in back of him. Well, imagine that 5 black dust as bacteria because that's actually 6 what happens. 7 Q. Okay. 8 A. And that bacteria oftentimes is 9 antibiotic resistant. Now, if you take a 10 population, which is primarily 11 immunocompromised to begin with, then they're 12 going to be subjects to receiving those 13 communal infections. And that's why the number 14 one cause of death in hospitals in the United 15 States are hospital-acquired infections. 16 Q. And this has nothing to do with the 17 deposition, but my son is a first -- 18 A. It does. 19 Q. -- year resident. My son -- 20 A. It actually -- it actually does have to 21 do with the deposition because what I developed 22 was a self-sterilizing textile. 23 Q. What I was going to say, Jeff, is -- 24 what I was going to say has nothing to do with a</p>	<p style="text-align: right;">Page 16</p> <p>1 A. This was the one that Bernie was 2 representing with me, was a company called 3 Cupron. 4 Q. Okay. 5 A. Where I developed the first generation 6 of these textiles, they weren't as effective as 7 the ones that I've developed now. But they 8 were highly, highly effective, and they did 9 improve to reduce hospital-acquired infections 10 by more than 30 percent in tests. That's a 11 huge, huge thing. And that's where Bernie and 12 I were suing Cupron, who owed me money. 13 Q. Yeah. We'll get to that. So how long, 14 sir, were you with Cupron? 15 A. From 2000 until 2010, when I sold it to 16 a private group in the United States. 17 Q. So I take that to mean that you were the 18 owner of Cupron before it was -- 19 A. I was -- that's correct. 20 Q. The sole owner? 21 A. No. I was not the sole owner. I had 22 some partners, but they were minority partners. 23 Q. And you said you sold it in 2010? 24 A. Correct.</p>

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1 Q. And who was it sold to?
2 A. It was sold to a group in Virginia
3 called the Virginia Healthcare Group, which
4 actually, I don't think, exists anymore.
5 Q. Okay.
6 A. But I don't -- you know, I'm not in
7 touch with them since -- you know, since we
8 sued them, so. And...
9 Q. And -- I'm sorry. I didn't mean to cut
10 you off. But I do have a basic understanding of
11 the lawsuit that you brought in a court chancery
12 relating to Cupron. But can I fairly state that
13 you continue to hold shares in Cupron even after
14 it was sold in 2010?
15 A. No. I have no shares in Cupron. Zero.
16 Q. Okay. And how about after 2010?
17 A. No.
18 Q. How about your -- where did you go to
19 work after 2010?
20 A. After 2010, I began to work in a
21 company called Argaman.
22 Q. Okay.
23 A. Which I established.
24 Q. When you say --

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1 A. Because of --
2 Q. -- you estab -- I'm sorry. When you say
3 you established, you formed the company?
4 A. Yes. I formed the company. It was a
5 new company. I formed it with the person who
6 was my CFO in the company. And we -- I --
7 because of my contract with Cupron, I was
8 prohibited from working in the area of
9 antimicrobials until 2013.
10 Q. And when was Argaman formed?
11 A. In 2013.
12 Q. And what's -- what's its state or
13 country of incorporation?
14 A. Its incorporation is in Israel.
15 Q. And is that still an active company?
16 A. It is still an active company, but I am
17 not active in the company anymore. I retired
18 about a year and a half ago. I still own
19 approximately 25 percent of Argaman. It's
20 being run by the majority stockholders. They
21 call me if they need technical advice, which is
22 hardly ever. And I'm hoping that there'll be
23 an exit one day or they'll buy me out or
24 something, you know.

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1 Q. So what are you doing for the company
2 now, sir?
3 A. For Argaman?
4 Q. Yeah.
5 A. Nothing.
6 Q. Okay.
7 A. Nothing.
8 Q. And are they still, my word, advancing
9 your thoughts and ideas as it relates to the
10 textile --
11 A. Yes.
12 Q. -- realm that you were in?
13 A. Mm-hmm. Yes.
14 Q. Okay. And a year and a half ago, was
15 that in 2022 or 2021?
16 A. It was October of '21.
17 Q. And did you continuously work for
18 Argaman from 2013 when it was formed until
19 October of 2021 when you were retired?
20 A. Yes.
21 Q. And what was your title during that time
22 frame?
23 A. I was chief executive officer and chief
24 technical officer.

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1 Q. Were there other officers in that
2 company during that time frame?
3 A. Shareholders.
4 Q. Were you the only director of the
5 company?
6 A. I was the -- no. The shareholders were
7 directors as well.
8 Q. Were you the only officer of the
9 company?
10 A. Yes.
11 Q. And how many employees --
12 A. Oh, no. I'm sorry. That's incorrect.
13 That's incorrect. The CFO was the other
14 officer.
15 Q. And was that the CFO that --
16 A. Established the company with me.
17 Q. And what's his name or her name?
18 A. His name is Mr. Simcha, S-I-M-C-H-A,
19 Edell, E-D-E-L-L.
20 Q. And does he still have a role with
21 Argaman?
22 A. Yes.
23 Q. And what's the technical name of the
24 corporation?

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<p style="text-align: right;">Page 21</p> <p>1 A. In Israel, we're a limited liability 2 corporation. 3 Q. Okay. And what's the full legal name of 4 the company? 5 A. Argaman, A-R-G-A-M-A-N, Technologies, 6 Limited. 7 Q. And where is -- I'm just going to refer 8 to it as Argaman from this point forward. Okay? 9 A. Mm-hmm. 10 Q. Where is Argaman located, sir? 11 A. It is located now in the industrial 12 area of Migdal, M-I-G-D-A-L, HaEmek, 13 H-A-E-M-E-K, which is in the north of Israel. 14 Q. Okay. 15 A. After I retired, they moved the 16 facility to a larger area into an industrial 17 park, where I had -- was basically a very large 18 laboratory when it was here in Jerusalem. 19 Q. I see. 20 A. And they're working on the scale up to 21 mass production. 22 Q. Okay. And I'm just curious, what 23 products are being made by Argaman incorporating 24 your special sauce, so-to-speak?</p>	<p style="text-align: right;">Page 23</p> <p>1 facility in Migdal HaEmek. The polyester 2 fibers that technology was moved to Hong Kong. 3 And the reason that that was done was to 4 facility mass production in polyester, which 5 is, at the time, the far east was the primary 6 source of those products. 7 Q. And is Hong Kong purely a production 8 facility? 9 A. No. That is the office. The 10 production facility is -- it's run by the 11 chairman of the company, is the chairman of a 12 company called T-A-L Apparel. TAL Apparel has 13 their offices in Hong Kong and their primary 14 manufacturing facility in Vietnam. 15 Q. Okay. And the TAL Apparel company you 16 just referenced, what is its legal connection to 17 Argaman? 18 A. They were the primary stockholders in 19 Argaman. 20 Q. As of what time frame? 21 A. 2000 and -- well, shortly after I 22 established it. 23 Q. 2013 or so? 24 A. Yes. 2014 or so.</p>
<p style="text-align: right;">Page 22</p> <p>1 A. Fibers, cotton fiber. These cotton 2 fibers get mixed with regular cotton, converted 3 to yarns, yarns get converted to fabrics. 4 Q. I see. This industrial facility, that's 5 the current location of Argaman? 6 A. Correct. 7 Q. Do they have any other locations or 8 facilities in the world? 9 A. The -- part of the technology was moved 10 to Hong Kong. 11 Q. And when was that? When was that done? 12 A. That was at the time that I retired. 13 They -- 14 Q. [Inaudible overlap]. 15 A. -- moved the -- 16 Q. October -- I'm sorry -- 17 A. October. 18 Q. We're talking over each other. We have 19 to be more careful. 20 A. In October 2021, the company had two 21 divisions. One was a division that treated 22 cotton fibers. The other was a division that 23 treated polyester fibers. The cotton fibers 24 were kept in Israel and moved to a larger</p>	<p style="text-align: right;">Page 24</p> <p>1 Q. Okay. 2 A. In between 2014 and 2021, they invested 3 around \$9 million. 4 Q. Into Argaman? 5 A. Correct. 6 Q. Is it fair to say that the relationship 7 with TAL, when it began in 2014 or so, continued 8 all the way through today? 9 A. Correct. TAL is the largest 10 manufacturer, if I'm not mistaken, the largest 11 manufacturer of garments -- one of the largest 12 manufacturer of garments in the world, which is 13 why we took him as a partner because he's 14 strategic. 15 Q. Okay. And during your tenure there at 16 Argaman, what countries did Argaman do business 17 with? 18 A. Primarily with the United States. We 19 did do -- we actually did quite a bit of 20 business in Israel during COVID. And the 21 reason was we used a self-sterilization 22 technology to produce a mask. And that mask 23 destroys the virus in less time than the virus 24 can pass through the mask. So the discussions</p>

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<p style="text-align: right;">Page 25</p> <p>1 I had with the FDA were on a disease prevention 2 product. 3 Q. Okay. And did you supply or produce 4 masks or distribution to others? 5 A. We sold in Israel approximately \$4.7 6 million worth of masks. 7 Q. Did you sell any masks to China? 8 A. No. 9 Q. I asked you what countries Argaman did 10 business with, you said the U.S. and Israel. 11 Any other countries? 12 A. Well, we did a lot of -- remember that 13 Argaman never got to the manufacturing stage. 14 You know, it was a big laboratory. So the 15 ability to produce enough fiber to produce 16 masks could be done out of the laboratory 17 facility. But we were limited. We couldn't do 18 more than what we did. So the demand for masks 19 -- we did sell masks in America, but not in -- 20 you know, we sold to individuals. 21 Q. Okay. How about TAL Apparel, they were 22 doing -- what work were they doing for -- 23 A. We sold -- 24 Q. -- Argaman?</p>	<p style="text-align: right;">Page 27</p> <p>1 A. Yes. 2 Q. And was TAL the largest, I'll say, 3 customer of Argaman during your tenure? 4 A. The largest splash of business was the 5 Singapore government. But remember, we were 6 not really a -- we were a development business. 7 We were shooting for -- you know, aiming a lot 8 higher. The type of thing we were looking at 9 was, for example, an approach that we received 10 from an extremely well-known America company, 11 who wanted our technology, and probably that 12 relationship, I'm sure, still exists. But once 13 we go to mass production, there will be 14 somebody who will want to be in that business 15 with us. 16 Q. Understood. And let's just focus on 17 Argaman specifically now as it relates to bank 18 accounts. Where did Argaman keep its bank 19 accounts during your tenure? 20 A. In Israel. 21 Q. Any bank accounts in any other country? 22 A. No. In this country, it's very 23 difficult, you have to be built for it to do 24 your banking out of the country. The State of</p>
<p style="text-align: right;">Page 26</p> <p>1 A. -- materials -- right. We sold 2 materials to the Hong Kong government, but that 3 was through TAL. And they were converting 4 those materials into masks. 5 Q. So in other words, Argaman would sell it 6 to -- sell product to TAL, and then TAL would 7 then provide -- 8 A. They would -- 9 Q. -- it and -- 10 A. -- convert it -- 11 Q. -- sell it -- 12 A. Right. 13 Q. -- to -- 14 A. Remember, we were in -- we were textile 15 people. We produced fibers that were converted 16 to textiles. We were not people that took the 17 textiles and converted it to a sole mask. 18 That's what TAL does. 19 Q. Okay. I see. And did TAL ultimately 20 produce masks for the Chinese people? 21 A. I don't know who they produced masks 22 for. I do know we did sell to -- also to 23 Singapore. 24 Q. Argaman did?</p>	<p style="text-align: right;">Page 28</p> <p>1 Israel controls foreign currency. Like many 2 countries they -- you know, it's a standard all 3 over the world today. Israel's no different 4 than any other country. It's a lot easier to 5 bank locally. 6 Q. Is Argaman -- 7 A. [Inaudible overlap]. 8 Q. I'm sorry. 9 A. Everything that we did was based out of 10 here. So there was no reason for us to have 11 accounts out of the country. 12 Q. Has Argaman ever had a bank account in 13 China? 14 A. No. 15 Q. To your knowledge? 16 A. No. 17 Q. How about you, personally? 18 A. No, never. 19 Q. And your wife? 20 A. No, never. I have never done any 21 banking out of Israel or the United States. 22 Q. Now, how often would you visit the -- 23 let's talk about in the time frame before COVID. 24 Everything's now before COVID or post COVID, it</p>

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1 seems. So pre COVID -- and I'm just going to
2 define COVID as starting in early 2020.

3 A. Right.

4 Q. Prior to that time, how often were you
5 traveling to the United States?

6 A. I would say somewhere between four --
7 an average of -- yeah, probably four to six
8 times a year as the necessity rose. And the
9 trips were generally never more than ten days,
10 ever. And as much as possible, only four days.
11 I'm a sabbath observer, so I try to get home
12 for Friday night, Saturday.

13 Q. We're talking about China, it just
14 occurred to me. I put Hong Kong in the bucket
15 of China.

16 A. Yeah.

17 Q. Do you as well?

18 A. Yes. But you don't need -- if you have
19 an American passport, you don't need a visa for
20 Hong Kong, but you do need a visa for China.

21 Q. Did Argaman ever have a bank account in
22 Hong Kong?

23 A. No. I would have said so if we did. "

24 Q. And the same answer would be true for

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1 you and your wife as well?

2 A. Correct. Absolutely.

3 Q. Okay. For the four to six times a year
4 in the United States, was that for business or
5 pleasure or both?

6 A. Only business.

7 Q. And when you travelled to the U.S., did
8 you typically bring a laptop to connect to the
9 Argaman server?

10 A. Yes. Yes.

11 Q. I'm going to switch gears now, Jeff, and
12 go into the representation in the Court of
13 Chancery action just briefly.

14 A. Yes.

15 Q. Okay? And you retained Bernie -- I'm
16 going to refer to him as Bernie -- Bernie and
17 his law firm in October of 2017. Does that
18 sound about right?

19 A. That sounds about right.

20 Q. Okay. And that was to represent you in
21 a case here against Cupron relating to obtaining
22 books and records from him. Do I have that
23 right?

24 A. That is correct.

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1 Q. Okay. And as I understand it, Cliff

2 Rieders was involved in some way with that case;
3 is that fair?

4 A. Yes.

5 Q. And who is Cliff Rieders?

6 A. Cliff Rieders is my legal counsel in
7 the United States.

8 Q. And how long has he been fulfilling that
9 role for you?

10 A. A lot of years. Cliff and I go back to
11 childhood.

12 Q. In New York?

13 A. Yes.

14 Q. Were you neighbors or friends or what?

15 A. We were friends from about the age of
16 eight.

17 Q. Good for you. Still friends, I hope.

18 A. Yeah. Still. Very good friends.

19 Q. You're blessed to have a long-time
20 relationship with that, I'll tell you.

21 A. It is a blessing, especially somebody
22 with Cliff.

23 Q. And maybe I should be a little more
24 precise. When you said he's your legal counsel,

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1 is that you, personally, or businesswise or
2 both?

3 A. It was personally.

4 Q. And Cliff, as I understand it, is
5 located in Williamsport, Pennsylvania, his
6 office at least?

7 A. That's correct.

8 Q. And does he live there, do you know?

9 A. Yes, he does.

10 Q. Okay. And what was his role, in your
11 words, in connection with the Chancery Court
12 case that you brought here against Cupron?

13 A. Cliff was the one who brought me Bernie
14 because Cliff is not authorized to represent me
15 in the State of Delaware.

16 Q. I should have asked this earlier. But
17 as far as bank accounts go, did Argaman have any
18 bank accounts in the U.S.?

19 A. No.

20 Q. Did you and/or your wife?

21 A. Yes.

22 Q. And where were they?

23 A. The Valley Bank of New York. I think
24 it's called Valley Bank. I still have that

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1 account. And we had set up another account at
2 -- it's called New York Mellon Bank, I believe,
3 yes. The Bank of New York Mellon, 1 Wall
4 Street. That was also an account that we had
5 in the United States, which was set up for the
6 purpose of receiving the settlement from
7 Cupron.
8 **Q. And I can tell that you're reading from**
9 **a document. Is that from the --**
10 A. That's --
11 **Q. -- stack --**
12 A. Yeah. It's from the stack.
13 **Q. That I sent?**
14 A. Well, you asked the question, I had to
15 answer it.
16 **Q. Well, I just wanted to make sure I knew**
17 **that what you were looking at, it wasn't**
18 **something that I was not familiar with.**
19 A. No, no. No, no. I have no documents
20 that you don't have, I'm sure.
21 **Q. I meant in front of you for purposes of**
22 **the deposition.**
23 A. No.
24 **Q. Right?**

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1 A. Oh, okay.
2 **Q. All right. You don't have any other**
3 **documents in front of you, do you, other than**
4 **what I marked as Gabbay-1?**
5 (Whereupon, Gabbay-1 was
6 marked as of this date and is attached
7 hereto.)
8 THE WITNESS: That's what I
9 have.
10 BY MR. HILL:
11 **Q. All right. Thank you.**
12 **All right. And do you still -- do you**
13 **still have funds in the New York Mellon Bank?**
14 A. No. We never got the funds there.
15 **Q. Okay.**
16 A. I do have -- in the Valley National
17 Bank, we've maintained that bank account, but
18 we never really keep more than one or \$2,000 in
19 the account. That was -- that was just a
20 situation. I do all my banking in Israel. The
21 Valley National was a hangover from when we
22 came to Israel in 1973. So I never shut the
23 account down because I still always wanted to
24 be in a position that if I had to write a small

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1 check, I would be able to, or if I needed money
2 when I was in the United States, I would be
3 able to draw it out. But there's no activity
4 in the account.
5 **Q. Okay. And I'm just going to refer to**
6 **Mr. Rieders as Cliff, just for sake of ease.**
7 **Was Cliff the primary connection between you and**
8 **Bernie in the Chancery case?**
9 A. Yes.
10 **Q. And as I understand it, the case settled**
11 **sometime in early 2019. Do I have that right?**
12 A. That is correct.
13 **Q. And the basic settlement was for you --**
14 A. 400 --
15 **Q. -- to be -- I'm sorry.**
16 A. It was 400. After Bernie took his
17 fees, it was \$426,000.
18 **Q. Okay. What did that represent, sir?**
19 A. That represented the money that was due
20 to me by Cupron that they would not pay me
21 until I sued them. It was money that was due
22 to me.
23 **Q. But it did not relate to your shares in**
24 **Cupron; do I have that right?**

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1 A. Yes, it was. It was the final payment
2 on the final shares.
3 **Q. It was for shares in Cupron?**
4 A. Yes, it was.
5 **Q. Got you?**
6 A. They owed me the money. They paid me a
7 certain amount of it, and then they decided not
8 to pay it.
9 **Q. Okay. And the amount of the initial**
10 **funding of the settlement was over \$444,000; do**
11 **I have that right?**
12 A. That is correct.
13 **Q. And the 420 --**
14 A. And I don't remember the exact amount,
15 but that...
16 **Q. Yeah. I'm using general numbers. I'm**
17 **just using round numbers as well.**
18 A. Yeah. It was around there.
19 **Q. And ultimately, you authorized the**
20 **payment from that, let's say gross settlement**
21 **number, of 444 to Bernie and Cliff's firms for**
22 **their fees and services; is that right?**
23 A. Yes. That is correct.
24 **Q. And that's how we get to the 426?**

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1 A. That's correct. That's the net amount
2 after Bernie took the completion of his
3 payments and after I paid the money that I owed
4 Cliff for his legal service.
5 **Q. Okay. And we all know that that -- I'm**
6 **going to call it the gross settlement amount of**
7 **444 was put into Bernie's law firm's escrow**
8 **account. You understood that, right?**
9 A. That's correct.
10 **Q. And you agree that the funds should be**
11 **put in Bernie's escrow account?**
12 A. I didn't mind having it in Bernie's
13 escrow account.
14 **Q. Okay. Do you know if Cupron's attorneys**
15 **insisted that that gross settlement funding be**
16 **put in Bernie's trust account because he's a**
17 **Delaware lawyer?**
18 A. No.
19 **Q. You didn't understand that?**
20 A. No. I think Cupron wanted this case to
21 close because of forensic accounting that we
22 did, that they wanted -- they wanted to make
23 sure I was sent far away very fast.
24 **Q. Okay. And I'm still focusing now on the**

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1 representation of the Chancery case. What was
2 the typical way that you would communicate with
3 Bernie during that case?
4 A. Vast majority via e-mail.
5 **Q. And how many times have you met Bernie**
6 **in person?**
7 A. Probably half a dozen times. I really
8 don't know.
9 **Q. Okay. I take it one of them was your**
10 **deposition in that case; is that fair?**
11 A. That's correct, yes.
12 **Q. And you were here in Delaware for that?**
13 A. Yes, I was.
14 **Q. Can you think of specifically any other**
15 **times that you would have been with Bernie --**
16 A. I think the first time -- there were
17 two times, I think. The first time we met was
18 just to meet. And then we had dinner one night
19 with a forensic accountant, who was doing the
20 analysis of the Cupron documentation.
21 **Q. That was Mr. Seitz?**
22 A. Yes. That's correct.
23 **Q. So, do I have two times that you can**
24 **recall specifically? Once at the deposition?**

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1 A. And once at the dinner.
2 **Q. Okay. So we have two, total.**
3 A. Two -- I'm sure two. But there may
4 have been a third, but I don't know.
5 **Q. Do you have any specific details on the**
6 **third one, or can we just agree --**
7 A. If there was a third one, it would have
8 been the first time we met -- I don't remember
9 if the first time -- I just don't remember.
10 **Q. Okay. That's fair enough. I told you**
11 **before it's not a test. You lived it, I didn't.**
12 **I'm just trying to figure out...**
13 A. Yeah.
14 **Q. All right. Was the dinner with**
15 **Mr. Seitz at the same time that you were having**
16 **your deposition taken? In other words, was it**
17 **during the same visit?**
18 A. I think it was the visit before, but I
19 don't recall.
20 **Q. Okay.**
21 A. I can tell you that it took a long time
22 to get us to the position of deposition. Was a
23 lot of stalling on their part. Not on our
24 part.

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1 **Q. Understand. Okay. And during -- I'm**
2 **calling it the representation, but I'm talking**
3 **about the representation during the -- during**
4 **the Chancery case, what e-mail address or**
5 **addresses did you use?**
6 A. I used for my personal e-mails,
7 jeffgabbay@gmail. I have a second -- or I had
8 a second e-mail, which was
9 jeff@argamantech.com.
10 **Q. Okay.**
11 A. And always an effort was made to keep
12 the personal separate from the business. That
13 was generally, but obviously something went
14 wrong.
15 **Q. Understood. But as a general rule, you**
16 **would use your -- I'll call it your business**
17 **e-mail address, when conducting business and**
18 **your Gmail address for personal purposes; is**
19 **that --**
20 A. That's correct. Correct.
21 **Q. And you -- do you still maintain that**
22 **e-mail or is it --**
23 A. No.
24 **Q. -- after you retired?**

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1 A. After I retired, they maintained it for
2 a little while and I said, take it off, I don't
3 need it. Generally speaking, if they
4 communicate with me from Argaman, it's usually
5 on a problem concerning chemistry or biology,
6 in which case a phone call is enough to answer
7 their questions.
8 **Q. Did you typically use the Argaman, which**
9 **I may slip and just call it the business e-mail,**
10 **but did you typically use that when**
11 **communicating with Bernie on the case?**
12 A. No.
13 **Q. Why not?**
14 A. No. Because the case has nothing to do
15 with Argaman.
16 **Q. Can you estim --**
17 A. It's personal.
18 **Q. Did you ever use the Argaman business --**
19 A. No. I obviously did. It's -- you
20 know, I obviously did. But I don't know, and I
21 say this, really, is I don't know how -- how it
22 happened.
23 **Q. Why don't --**
24 A. I don't know how it happened.

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1 **Q. We'll get to that --**
2 A. I don't know how it happened. Right.
3 **Q. How many --**
4 A. But obviously...
5 **Q. I'm sorry. Go ahead. I don't want to**
6 **cut --**
7 A. No, that's fine.
8 **Q. Can you estimate how many times you**
9 **would have used your Argaman account when**
10 **communicating with Bernie during all this?**
11 A. No, I cannot estimate that.
12 **Q. Can you estimate how many times you**
13 **would have used the Gmail account during all --**
14 A. Almost every -- almost every time.
15 There were also some phone calls but they were
16 not very common.
17 **Q. They were not what?**
18 A. Very common. There were some phone
19 calls, which, you know, as being truthful, I
20 must say that there were some phone calls but
21 they were not -- they were very rare, actually.
22 **Q. Right. By and large --**
23 A. The vast majority -- by and large, it
24 was in writing so that we would have a record

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1 of it.
2 **Q. And then writing using the e-mail**
3 **account?**
4 A. Yeah. That's correct.
5 **Q. If I told you that we believed that**
6 **there were over 200 e-mails from you using the**
7 **Argaman account during all of this time, would**
8 **that -- would that comport with your memory?**
9 A. Probably not, no. But it could be. I
10 just don't know.
11 **Q. Got you.**
12 A. I want to mention that, you know, I
13 would send out, in a day, a vast number of
14 e-mails all over. And normally what would
15 happen is I'd get an e-mail -- I'm very
16 responsive, so I would just do reply. And so
17 it could have gone on and on and on, but I
18 wouldn't have really noticed it or been aware
19 of it.
20 **Q. Sir, are you familiar with a memo that**
21 **Cliff did to, what I'll say, the file after he**
22 **had a lunch meeting, let's say with Bernie in**
23 **October of 2019?**
24 A. Can you please remind me of it, I don't

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1 recall.
2 **Q. You don't recall a memo that Cliff**
3 **wrote?**
4 A. If -- offhand, I'm not recalling it.
5 If you would remind me, I might remember it.
6 **Q. I was trying to do that by referencing**
7 **the lunch meeting between Cliff and Bernie. But**
8 **let's just try something before I pull it up.**
9 **There's a reference in that memo, I'll represent**
10 **to you, to Kakadu, K-A-K --**
11 A. Oh, Kakadu.
12 **Q. Kakadu, okay.**
13 A. Yeah.
14 **Q. That's a new one to me. What is that?**
15 A. They were the company that set up the
16 internet wall for Argaman. Argaman had a very
17 high level of security because we had a very
18 valuable technology that a lot of people
19 wanted, especially Chinese.
20 **Q. That's your secret sauce relating to**
21 **these textiles, right?**
22 A. That's correct.
23 **Q. So Kakadu was a third party?**
24 A. Yes.

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<p style="text-align: right;">Page 45</p> <p>1 Q. That provided the firewall protection, 2 is that it? 3 A. Yes. That's correct. 4 Q. Okay. And what other security measures 5 are baked in at Argaman to protect the secret 6 sauce and the proprietary technology that you 7 developed? 8 A. Well, a lot of the technology never 9 went online. So that it was in lab books. 10 Q. But Kakadu was providing a -- 11 A. No. Kakadu had nothing to do with 12 that. You asked what security. Well, if you 13 don't put it online, nobody can ever find it. 14 Q. Okay. So what was Kak -- 15 A. It was certainly -- 16 Q. Go ahead. I'm sorry. 17 A. No. But there was a lot of 18 correspondence that went back and forth. It 19 was just, Kakadu was a firewall. 20 Q. That's set up by this third party called 21 Kakadu? 22 A. Yes. That's correct. They were hired 23 by the person who -- approximately 2021 or 24 2022, I hired a CEO to run the company. And he</p>	<p style="text-align: right;">Page 47</p> <p>1 factory, putting in the quality control issues, 2 things that had to be done to convert the 3 company to a real company from being just a 4 workshop. 5 Q. And when did this -- when was the CEO 6 appointed or elected? 7 A. About approximately three years before 8 I left. 9 Q. And when did the -- I assume that there 10 was a contract between Argaman and Kakadu, for 11 their service? 12 A. Yes, there was. But I was not privy to 13 it. I didn't care. It was not, you know. 14 Q. Well, you cared about the security of 15 the technology, right? 16 A. Yeah. Right. 17 Q. You didn't want your secret sauce 18 exposed to the public, right? 19 A. Which is why some of the aspects of the 20 secret sauce were not ever put online. They 21 were in hard copies. 22 Q. And when do you think Kakadu was hired 23 to perform the services you described? 24 A. I believe about six months after the</p>
<p style="text-align: right;">Page 46</p> <p>1 was the one who set up the firewall. 2 Q. I'm not following that. You left in -- 3 October -- 4 A. Okay. I -- 5 Q. You left in -- 6 A. About two years -- maybe two-and-a-half 7 years before I left, we had a -- we brought in 8 a CEO who had a lot of experience in quality 9 control issues. Because I don't have any 10 experience in that. And he set up -- we 11 brought Kakadu and set up the firewall. So I 12 really -- I don't have very much knowledge 13 about it. 14 Q. Well, let me just ask a couple more, if 15 you don't mind. So that was, you said, about 16 two-and-a-half years before you left in October 17 of 2021? 18 A. Yes. Correct. Maybe three years. 19 Q. And Argaman hired CO -- I'm sorry, the 20 Kakadu CEO? 21 A. No. We hired somebody who was going to 22 act as the CEO. I was going to be only CTO. 23 Q. Okay. 24 A. And his job was to start setting up the</p>	<p style="text-align: right;">Page 48</p> <p>1 new CEO came in, they were brought in. But I 2 really -- Karl, I can't give you an exact 3 answer. I just don't know. 4 Q. Okay. 5 A. If I could, I would. But I don't know. 6 Q. I'm just trying. Again, you lived it 7 and I'm just trying to get... 8 A. Well, it is a nightmare, so. 9 Q. To your knowledge, was Kakadu hired -- 10 well, let me lay a foundation. We're going to 11 get into it in a minute, with what kind of 12 brings us here today, which is the hacking of 13 your Argaman account. Do you agree that that's 14 what we're talking about? 15 A. Yes. 16 Q. And as I understand it, that happened 17 in, let's just say, to be safe, July of 2019, 18 agree? 19 A. Correct. Yes, I agree. 20 Q. Okay. So with that date in mind, was 21 Kakadu hired before or after -- 22 A. Before. 23 Q. -- July of 2019? 24 A. Before.</p>

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<p>1 Q. And the -- was Kakadu hired in response 2 to any particular event that happened with the 3 e-mail or server at Argaman? 4 A. No, no. 5 Q. Had Argaman experienced an e-mail hack 6 prior to July of 2019? 7 A. No. 8 Q. You're confident of that? 9 A. Yes. They were brought on because, 10 remember, we're in a country of high-tech 11 companies, and internet security is always an 12 issue to any high-tech company in this country. 13 So as a matter of course, companies do this. 14 Q. After the -- I'm going to call it the 15 July hack, for lack of a better word, was there 16 another hack of any Argaman e-mail account? 17 A. I only -- 18 MR. POLIQUIN: Hold on. 19 THE WITNESS: -- found out 20 about -- 21 MR. POLIQUIN: Object to the 22 form of the question. 23 You can still answer the 24 question, Jeff.</p>	<p>1 THE WITNESS: Okay. I don't 2 know. In other words, there -- to the 3 best of my knowledge, there were no 4 other incidents. 5 BY MR. HILL: 6 Q. Okay. Maybe my question wasn't all that 7 well structured. But what I was driving at is, 8 we know there was a hack in July of 2019 of your 9 Argaman account. So far so good? 10 A. I... 11 Q. Not that you knew specifically but that 12 there was a hack. 13 A. Yes. 14 Q. Was there a subsequent hack to your 15 Argaman account? 16 A. Not to my knowledge. 17 Q. And do you believe that the hack in July 18 of 2019, which brings us together today, was 19 prior to or after Kakadu was hired to provide 20 the firewall? 21 A. Kakadu provided the firewall before the 22 hack. 23 MR. POLIQUIN: Hey, Karl, I 24 don't mean to interrupt. When you</p>
Page 50	Page 52
<p>1 THE WITNESS: I only found out 2 about the hacking after the fact. I -- 3 was not part of what was going on, 4 because I didn't know about it. What 5 my -- you know, I'm not denying, you 6 know, responsibility in the sense that, 7 you know, I had the senior position. 8 But I'm not a computer guy. And in 9 fact, I'm going to mention that since 10 you printed out and I sent these 11 documents, and I had a chance to review 12 them, and I mentioned this to Ron this 13 morning, this is the first time I -- 14 MR. POLIQUIN: Mr. Gabbay, 15 don't mention any conversations you had 16 with me. 17 THE WITNESS: No. What I 18 meant was -- 19 MR. POLIQUIN: Attorney/client 20 privilege. 21 THE WITNESS: Yeah. Oh, okay. 22 What I meant was -- 23 MR. POLIQUIN: Just answer the 24 question that Mr. Hill is asking you.</p>	<p>1 refer -- and just to make clear for the 2 incident, the Cliff thing you're 3 referring to is the July 2019 4 activities regarding Bernard Conaway 5 and Jeff Gabbay, that exchange of 6 e-mails, when you're referring to the 7 hack? 8 MR. HILL: I'm just referring 9 to the subject matter of your 10 complaint, which relates to -- 11 MR. POLIQUIN: Okay. I 12 just -- 13 MR. HILL: -- the hack. 14 MR. POLIQUIN: -- want to make 15 sure I understood that there's not some 16 separate thing we're talking about. 17 BY MR. HILL: 18 Q. All right. I think I'm going to 19 transition now, Jeff, into that exhibit that 20 you've been holding up. 21 A. Okay. 22 Q. And I think it's probably wise, and I 23 think I could use a break of about 10 minutes; 24 is that all right with you?</p>

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<p style="text-align: right;">Page 53</p> <p>1 A. Fine with me.</p> <p>2 MR. HILL: Okay. So let's</p> <p>3 take a break for 10.</p> <p>4 MR. POLIQUIN: Okay. We'll</p> <p>5 come back at 9:30, let's say?</p> <p>6 MR. HILL: Yeah. That's</p> <p>7 perfect. Thanks, Rob.</p> <p>8 (Whereupon, a recess was</p> <p>9 taken.)</p> <p>10 BY MR. HILL:</p> <p>11 Q. We were talking about that, what I refer</p> <p>12 to as Cliff's memo after the lunch meeting, and</p> <p>13 I figured I would just bring it up very briefly</p> <p>14 so that we're on the same page. I'm going to</p> <p>15 share my screen now.</p> <p>16 MR. HILL: Can everyone see</p> <p>17 the screen?</p> <p>18 MR. POLIQUIN: I have a copy</p> <p>19 with me. So mainly, Jeff, can you --</p> <p>20 THE WITNESS: Yes. I can see</p> <p>21 it. Yeah. I can see it.</p> <p>22 BY MR. HILL:</p> <p>23 Q. Okay. I did not send this to</p> <p>24 Mr. Poliquin yesterday, and therefore you did</p>	<p style="text-align: right;">Page 55</p> <p>1 was held off the record.)</p> <p>2 BY MR. HILL:</p> <p>3 Q. And Jeff, you're going to tell me when</p> <p>4 to scroll, right?</p> <p>5 A. Yes, please. I will tell you.</p> <p>6 Q. Okay.</p> <p>7 A. Can you scroll up a bit? Thank you.</p> <p>8 That's enough. Can you scroll, please? Thank</p> <p>9 you. Please scroll. Thank you. Can you</p> <p>10 scroll, please? Thank you. Can you scroll up,</p> <p>11 please? Okay.</p> <p>12 Q. Okay. Ready?</p> <p>13 A. Yes.</p> <p>14 Q. This highlighting that we're seeing on</p> <p>15 this page 3, that's my highlighting, so everyone</p> <p>16 knows that. So this is the paragraph I want to</p> <p>17 talk to you about, Jeff. Here, would you -- let</p> <p>18 me read the first sentence. "I did not get into</p> <p>19 the Kakadu matter." I'll stop right there.</p> <p>20 That's the same Kakadu that you and I were just</p> <p>21 talking about; is that right?</p> <p>22 A. Yes.</p> <p>23 Q. "But he brought it up to me that Kakadu</p> <p>24 apparently dealt with a prior scam in early</p>
<p style="text-align: right;">Page 54</p> <p>1 not get it in advance of today, Mr. Gabbay, so.</p> <p>2 A. Yeah. This is the first time I'm</p> <p>3 seeing it.</p> <p>4 Q. What I'll do is I'll identify it</p> <p>5 succinctly for the record. And then if you want</p> <p>6 to take your time to read the whole thing, I</p> <p>7 don't have any trouble with that, for sure.</p> <p>8 A. I would like to, please. Yes.</p> <p>9 Q. All right. So I'm what I'm showing is a</p> <p>10 memorandum to the Gabbay/Cupron file from Cliff</p> <p>11 Rieders dated on Wednesday, October 2, 2019,</p> <p>12 "Re: Meeting with Bernie Conaway." And I'm</p> <p>13 only going to ask you about the section on page</p> <p>14 3. I don't know why it's showing four pages</p> <p>15 because the one I have is only three pages of</p> <p>16 print, Jeff. So I think it ends on the third</p> <p>17 page.</p> <p>18 A. Yeah. There's no -- wait. The fourth</p> <p>19 page is blank.</p> <p>20 Q. So take your time and let me know when</p> <p>21 you're ready.</p> <p>22 A. Can you expand the screen?</p> <p>23 Q. Yeah.</p> <p>24 (Whereupon, a brief discussion</p>	<p style="text-align: right;">Page 56</p> <p>1 June." Do you know who Cliff is referring to</p> <p>2 when he used the pronoun, "he" there?</p> <p>3 A. No.</p> <p>4 Q. "Kakadu apparently dealt with a prior</p> <p>5 scam in early June, so he knows about that." So</p> <p>6 would you agree with me that Cliff is at least</p> <p>7 stating that there was a prior scam in June?</p> <p>8 A. I honestly do not -- I didn't know that</p> <p>9 there was one. If I did, I would have told</p> <p>10 you.</p> <p>11 Q. "Jeff or Zvi apparently told him about</p> <p>12 that."</p> <p>13 A. It certainly wasn't me. And Zvi is my</p> <p>14 son who is a lawyer. And I don't know -- I</p> <p>15 don't know anything about that. And my son is</p> <p>16 not involved in anything that I do on any level</p> <p>17 with anything that's personal or business. My</p> <p>18 son is a -- he's not a litigator. My son is an</p> <p>19 expert in corporate law. He's a partner at a</p> <p>20 very large firm. But I don't think -- I do</p> <p>21 know that Cliff may, and I say "may," have</p> <p>22 spoken to Zvi, but I don't know how Zvi would</p> <p>23 have known anything. And to be honest with</p> <p>24 you, I do not know that there was any sort of a</p>

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<p style="text-align: right;">Page 57</p> <p>1 prior scam in early June. I don't know 2 anything about that. 3 Q. Okay. Let me -- do you believe that 4 Cliff knew about it and you didn't? 5 A. I don't know. Karl -- 6 MR. POLIQUIN: I'll object to 7 the form of the question. 8 BY MR. HILL: 9 Q. Okay. Let me re -- I think we have an 10 answer. I'll read the last sentence of this 11 paragraph. "I am not sure we have all the 12 information from that earlier scam and how that 13 was dealt with in early June, but we probably 14 should." Did I read that correctly, Jeff? 15 A. You read it correctly. But I am not -- 16 I just don't know. I -- you know, I don't know 17 anything about this. 18 Q. Okay. Would -- so would you know if 19 Argaman -- well, let me rephrase it. 20 Do you have any documentation in your 21 own possession that relates to Argaman? Let's 22 start there. 23 A. No. I have -- when I left the company, 24 all documentation, including my computer, went</p>	<p style="text-align: right;">Page 59</p> <p>1 had, they were given. I will say that looking 2 over the documentation that you sent, there's 3 e-mails here which I've never seen before of 4 that specifically, everything that came from 5 the hacker, I've never seen before. 6 Q. And just to -- just to put a bow on 7 that, do you believe that you've produced all 8 the documents that you had or that were provided 9 to you by Cliff to Ron for production in this 10 case? 11 A. Yes. 12 Q. Would there be someone still at Argaman 13 that might have information as to when and for 14 what purposes they retained Kakadu? 15 A. The CFO also is retired. And everybody 16 that's there now was not there at the time of 17 this. I don't even know the people that are 18 there anymore. The one or two people who I do 19 know are not related to this at all there. The 20 person who is involved in design of products, 21 so she certainly wouldn't know. And then 22 there's the new CFO that took over for the 23 retired CFO. But that, he also wouldn't know 24 because that's subsequent. You know, all of</p>
<p style="text-align: right;">Page 58</p> <p>1 back to the company. 2 Q. Okay. And the -- what about documents 3 for this case? Have you -- do you have 4 documents relating to the Chancery case and also 5 what brings us here today? 6 A. I have only the documents that were 7 relating to the direct e-mails for which I had 8 hard -- have had hard copies. Plus the 9 information which Ron and Cliff supplied me 10 which you have. That's all I have. 11 Q. Okay. And you don't have any access to 12 your Argaman e-mail account or that server; is 13 that fair? 14 A. No. The second I left the company, I 15 actually didn't want it any longer, because 16 that's access to money in the bank. You don't 17 want to be -- either you're in or you're out. 18 Q. And what documents did Cliff provide to 19 you in connection with this case, meaning, the 20 Kakadu? 21 A. We filed a complaint afterwards with 22 the Israel Police security department, hoping 23 that maybe they might be able to do something. 24 So every single hard copy of an e-mail which I</p>	<p style="text-align: right;">Page 60</p> <p>1 this happened after -- after -- or before the 2 CFO changed. 3 Q. When you left Argaman in October of 4 2021, was there an existing business 5 relationship with Kakadu? 6 A. Yes. I believe there -- yes, there 7 was. 8 Q. And sitting here today, do you know 9 whether Argaman continues to use Kakadu? 10 A. I do not know. 11 Q. Were there any other computer or IT 12 companies, Kakadu, that were used by Argaman 13 relating to their computer systems while you 14 were still there? 15 A. No. 16 Q. Did Argaman have a person that was 17 specifically responsible in-house for IT and 18 technology? 19 A. No. 20 Q. Okay. Now we're going to go into the 21 stack, the big stack that you've been holding 22 up. Okay? 23 A. Yes. 24 Q. Now, it's kind of your pleasure, Jeff,</p>

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<p>1 or not, I could share the screen with this, if 2 this would be helpful, or we could just go off 3 the pages that we have in front of us. 4 MR. HILL: Does anyone have a 5 preference? 6 THE WITNESS: I would 7 appreciate it if you would screen it, 8 because it's quite a lot of 9 documentation here. And it'd probably 10 be more efficient if you bring up the 11 documents upon which you have 12 questions. 13 BY MR. HILL: 14 Q. Okay. 15 A. Again, could you please increase that? 16 Yes. That's the first document in the pile 17 anyway. 18 Q. Okay. There (indicating)? 19 A. Yes. 20 MR. HILL: All right. Let me 21 identify it first. This is a document 22 that I marked as Gabbay No. 1 to your 23 deposition. 24 BY MR. HILL:</p>	<p>1 certainly. But I haven't seen him in a few 2 years. 3 Q. Okay. And Jeff, please accept my 4 apologies. The way my computer's configured, I 5 can't look at you straight, I mean no offense to 6 you. 7 A. No, no problem. Don't worry about it. 8 Q. All right. We're going to start going 9 through these e-mails. I'm sure I'm going to 10 get into a rhythm that usually translates to 11 going quicker, and just please tell me to slow 12 down and I'll certainly do that. All right? 13 A. Okay. 14 Q. Okay. So let's go to page 3. 15 A. CL0003? 16 Q. Yes. 17 A. Yes. 18 Q. And when I say page, I'll -- I'll 19 probably not reference that prefix. But you 20 know what I mean? 21 A. Yes. 22 Q. All right. So here we are on 3. Are 23 you there? 24 A. Yes.</p>
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<p>1 Q. And this contains consecutive, what we 2 call, Bates numbers on the bottom. See the 3 CL0001 on the first page? 4 A. Yes. 5 Q. Those are the numbers I'll be referring 6 to as we go. And this -- 7 A. Okay. 8 Q. -- composite exhibit is CL001 through 9 68. And then the last four pages are CL262 10 consecutive through to 268. 11 A. Okay. I have everything. 12 Q. Okay. And actually, before we get 13 there, it just occurred to me, what specifically 14 was done by Kakadu or at Argaman after learning 15 of the, what I described, the July e-mail hack 16 of your e-mail? 17 A. A lot of panic, but I don't know more 18 than that. 19 Q. Who would know or have information as to 20 what response Argaman did or what Kakadu -- let 21 me rephrase -- what response Kakadu did, if any, 22 in connection with that hack? 23 A. I don't know. There's nobody -- there 24 would have been the former CEO would have known</p>	<p>1 Q. Okay. And do you see this as an e-mail 2 from Bernie to you with a CC to Cliff on 3 Monday -- 4 A. Yes. 5 Q. -- June 3rd, 2019? 6 A. Yes. 7 Q. And that's to your Argaman tech account? 8 A. Yes. 9 Q. Okay. That's jeff@argamantech.com? 10 A. Yes. Yes. 11 Q. Did you use any other Arga tech e-mail 12 address other than the one I just quoted? 13 A. No. 14 Q. Okay. And here, Bernie is informing 15 you, and Cliff, are informing you that he's 16 holding settlement funds paid by Cupron in his 17 firms' escrow account, right? 18 A. That is correct. 19 Q. Now, I'm not sure exactly how to phrase 20 this to make it go easier, but is this a 21 legitimate e-mail? Or put another way, do you 22 remember seeing this e-mail? 23 A. Karl, I have to tell you that I don't 24 remember. But I don't remember, but it looks</p>

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<p style="text-align: right;">Page 65</p> <p>1 like a legitimate e-mail.</p> <p>2 Q. All right. Well, maybe I can spark your</p> <p>3 memory a little, if you don't mind. Here,</p> <p>4 Bernie, if you look at the third paragraph, he</p> <p>5 writes "Today, Cupron pulled a rabbit out of</p> <p>6 their" --</p> <p>7 A. Yeah.</p> <p>8 Q. -- bank, blank, branch, right?</p> <p>9 A. Yeah, yeah.</p> <p>10 Q. And then, I don't have the full e-mail</p> <p>11 here, but I can get it for you. He then</p> <p>12 identifies options on how to respond to what</p> <p>13 Cupron was doing. Do you see that at the</p> <p>14 bottom?</p> <p>15 A. Yes, yes. Mm-hmm.</p> <p>16 Q. Do you remember seeing --</p> <p>17 A. I don't -- I don't remember it. But I</p> <p>18 will say that in Bernie's -- and I mean this</p> <p>19 with -- in a nice way, with Bernie's own way of</p> <p>20 doing things, this would be something, you</p> <p>21 know, "tell them to go to hell," you know.</p> <p>22 Q. Okay.</p> <p>23 A. But -- you know, but I see what the</p> <p>24 dilemma is, but I believe that we resolved it</p>	<p style="text-align: right;">Page 67</p> <p>1 says, "Sent from my iPhone"?</p> <p>2 A. Very possibly. Look, I -- just so that</p> <p>3 you are aware, Karl. I'm very, very adverse to</p> <p>4 owing anybody money. I hate it. I don't like</p> <p>5 it at all. If I would have received something</p> <p>6 like this, telling -- giving instructions from</p> <p>7 my iPhone, "Go pay the open invoice," would</p> <p>8 have been something that I would have done. If</p> <p>9 the funds were there, I want that bill paid.</p> <p>10 Q. I was more focused, Jeff, on the use of</p> <p>11 your iPhone to communicate.</p> <p>12 A. That would -- an urgency to pay the</p> <p>13 bill would have been what stimulated the</p> <p>14 communication.</p> <p>15 Q. Would you typically use your iPhone when</p> <p>16 you did not have ready access to your computer</p> <p>17 or your laptop?</p> <p>18 A. It depends on where I was. If I was</p> <p>19 traveling and I knew that I wasn't going to get</p> <p>20 to my laptop for a day or two, I would have</p> <p>21 used my phone. Remember I said previously, I'm</p> <p>22 highly responsive.</p> <p>23 Q. Understood. And by the way, at Argaman,</p> <p>24 did you also have a desktop computer?</p>
<p style="text-align: right;">Page 66</p> <p>1 because we did receive the money, so.</p> <p>2 Q. Okay. And so Bernie's holding the funds</p> <p>3 as of June 3, 2019, right?</p> <p>4 A. Correct. Correct.</p> <p>5 Q. And do you know when he precisely got</p> <p>6 the funds into his account?</p> <p>7 A. No, I do not.</p> <p>8 Q. Okay. Let's stick with, "We know that</p> <p>9 if they're in the account on June 3."</p> <p>10 A. Yeah. We know they're in the account</p> <p>11 on June 3, yes.</p> <p>12 Q. All right. Let's go to CL15.</p> <p>13 A. Okay. Yes.</p> <p>14 Q. I'm trying to get there. Give me a</p> <p>15 minute. All right. Now I'm on page 15, and</p> <p>16 this is an e-mail string at the top from you on</p> <p>17 June 11, 2019 at 4:44 p.m., right?</p> <p>18 A. Correct. I do remember telling Bernie</p> <p>19 to pay Cliff's open invoice.</p> <p>20 Q. Okay. And to also pay Bernie ultimately</p> <p>21 whatever outstanding fees he had?</p> <p>22 A. That's correct. Right.</p> <p>23 Q. And you noticed Jeff on your e-mail to</p> <p>24 Bernie, "I copied to Cliff," at the top. It</p>	<p style="text-align: right;">Page 68</p> <p>1 A. No.</p> <p>2 Q. It was all laptop?</p> <p>3 A. It was all laptop, yeah.</p> <p>4 Q. And do you still have that laptop?</p> <p>5 A. No. I rendered the laptop back to the</p> <p>6 computer -- back to the company. It was the</p> <p>7 company's property. Not mine.</p> <p>8 Q. Okay. How about, how do you communicate</p> <p>9 now through your Gmail account?</p> <p>10 A. If they want something, that's -- I</p> <p>11 bought a laptop after I left Argaman.</p> <p>12 Q. Okay. I see. In reference to this</p> <p>13 iPhone on this page, do you know where you were,</p> <p>14 like, physically located on June 11th, 2019?</p> <p>15 A. I'm sorry. I don't know.</p> <p>16 Q. Do you know where you were in June of</p> <p>17 2019, as we sit here today?</p> <p>18 A. I think there was a trip to America</p> <p>19 during that time but I don't know.</p> <p>20 Q. Okay. I'm just going to throw it out</p> <p>21 there, would you have any -- I actually have a</p> <p>22 date timer here, you can't see, from 2019,</p> <p>23 because I want to get the dates straight. Do</p> <p>24 you happen to have a day timer like that or a</p>

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<p style="text-align: right;">Page 69</p> <p>1 calendar that could tell me with more precision?</p> <p>2 A. That would have been in my Argaman</p> <p>3 laptop, because I had a calendar in my Argaman</p> <p>4 laptop.</p> <p>5 Q. What about your iPhone, did it sync to</p> <p>6 your laptop?</p> <p>7 A. No, no.</p> <p>8 Q. Did your iPhone have a calendar?</p> <p>9 A. No. The laptop was an Android, and the</p> <p>10 iPhone was an iPhone, and they I don't</p> <p>11 communicate necessarily.</p> <p>12 Q. And do you still have that same iPhone?</p> <p>13 A. No.</p> <p>14 Q. Did you keep a, for lack of a better</p> <p>15 word, a hard copy of a calendar or did your wife</p> <p>16 keep a calendar in the drawer, at a desk?</p> <p>17 A. No, no.</p> <p>18 Q. Figured I would try. All right. Let's</p> <p>19 go to CL19.</p> <p>20 A. Okay. I'm there.</p> <p>21 Q. Jeff, my apologies, I forgot to ask you</p> <p>22 one question on the last one. We got to go back</p> <p>23 to 15.</p> <p>24 A. No problem.</p>	<p style="text-align: right;">Page 71</p> <p>1 of the agreement, the tax agreement,</p> <p>2 automatically both governments' computers are</p> <p>3 aware of these. So when you're setting up an</p> <p>4 account, there's a process, I don't know what</p> <p>5 the process is, but there is a process involved</p> <p>6 in setting it up so that you are compliant with</p> <p>7 whatever laws are out there.</p> <p>8 Q. Okay. And are you saying that this was</p> <p>9 a new potential relationship with a financial</p> <p>10 advisor as of June of 2019?</p> <p>11 A. Yes.</p> <p>12 Q. And who is that financial advisor?</p> <p>13 A. The financial advisor, let me give you</p> <p>14 the name, it's here, it's in the papers which</p> <p>15 you sent. Let me find it. There are -- just</p> <p>16 as a way of background, there are many people</p> <p>17 who -- he's a broker that has a registered</p> <p>18 office in Jerusalem, and there are many people</p> <p>19 who bank with him because the terms generally</p> <p>20 of Israel banks are not very favorable. And so</p> <p>21 you can get better terms if you are banking in</p> <p>22 the United States.</p> <p>23 I'm trying to find it. Hold on one</p> <p>24 second. I'll tell you what the page number is,</p>
<p style="text-align: right;">Page 70</p> <p>1 Q. Okay. There we are. Your second</p> <p>2 sentence in your e-mail is, I will get back to</p> <p>3 you on disbursal.</p> <p>4 A. It should be of funds.</p> <p>5 Q. Right.</p> <p>6 A. Of funds.</p> <p>7 Q. Okay.</p> <p>8 A. What had transpired was, we went to a</p> <p>9 financial adviser in this country and we were</p> <p>10 in the process of setting up an account, and</p> <p>11 that documentation is in your pile.</p> <p>12 Q. Okay.</p> <p>13 A. Okay?</p> <p>14 Q. And that says --</p> <p>15 A. And the money --</p> <p>16 Q. -- as of June 11?</p> <p>17 A. Yes. We were in the process of setting</p> <p>18 it up. It's not the kind of thing that you can</p> <p>19 walk in, set up the account and walk out with a</p> <p>20 number. What basically happens is, in this</p> <p>21 country, any transaction that is done by an</p> <p>22 American citizen, with Israeli citizenship, I</p> <p>23 don't know, maybe any transactions done by an</p> <p>24 American citizen, I think, will be -- because</p>	<p style="text-align: right;">Page 72</p> <p>1 because I saw that it's in your pile of papers</p> <p>2 as well.</p> <p>3 Q. Is it Profile Investment Services?</p> <p>4 A. Yes. Yes. That's correct.</p> <p>5 Q. Page 53, by the way.</p> <p>6 A. Okay. It could be. I would have found</p> <p>7 it eventually. But my wife and I went down</p> <p>8 there, we signed all the forms, and it took a</p> <p>9 few days, more than few days. He said, "It'll</p> <p>10 take as long as it takes" -- yeah, here it is,</p> <p>11 Profile Investment Services -- "to get</p> <p>12 everything set up. And when it gets set up,</p> <p>13 we'll send you bank transfer information." So</p> <p>14 what you're seeing in 00053 is the wiring</p> <p>15 instructions for the funds.</p> <p>16 Q. And we'll get there. Don't worry.</p> <p>17 A. Yeah.</p> <p>18 Q. So I'm just trying to trace the</p> <p>19 chronology now, Jeff. I'm not trying to trick</p> <p>20 you with anything. Bernie wrote on June 3, "We</p> <p>21 looked at that one, page 3." He's looking for</p> <p>22 instructions on how to deliver the funds. And</p> <p>23 then the June 11, which is back on 15, which is</p> <p>24 in front of us, Bernie, again, eight days later</p>

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<p>1 is asking in the second sentence, "Let me know 2 how you want to receive this." Do you see that? 3 A. Yes. 4 Q. And then this June 11 e-mail that we 5 talked about, your e-mail, this is your first 6 response to him about that issue; is that right? 7 A. I believe. If I -- but I may be 8 mistaken here, but I have to state it. I 9 believe we had a phone conversation. 10 Q. When? 11 A. Somewhere around this time. And I 12 believe that I made Bernie aware of the fact 13 that we were opening up an account and that it 14 would take a few days. 15 Q. At around the time of this e-mail, June 16 11? 17 A. Around the time of this e-mail, 18 correct. I don't know if it was a day before 19 or it was a day after, I don't know. 20 Q. Let's go to 19 again. 21 A. Okay. 22 Q. And you'll see -- I don't think you're 23 copied on this string, just to be fair to you, 24 Jeff.</p>	<p>1 account was set up and compliant. I don't know 2 what's involved in setting up an account. 3 Q. All right. Let me just make sure the 4 record's clear, because I thought you said that 5 you were going to set up an account with the 6 advisor on June 11. Did I get that wrong? 7 A. I believe that we actually started with 8 him earlier than June 11th -- 9 Q. That's what I want to get at. So -- 10 A. No. It would have been -- if it was 11 earlier than June 11th, then it would have been 12 the day before, two days before. There was no 13 such thing as a long period of no 14 communication. There was either communication 15 verbally or orally or through an e-mail. But 16 Bernie didn't want to transfer the money out. 17 Q. Can you provide more detail on this 18 phone call with Bernie of when that was? 19 A. No, I can't because I just don't know. 20 Q. Okay. And in looking at 53 now, the 21 Profile Investment Services? 22 A. Yes. 23 Q. And I think you just said it was opened 24 on May 1?</p>
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<p>1 A. First time I saw it. 2 Q. Okay. So CL19 at the bottom, we have 3 Bernie now on June 19, which is eight more days 4 after your e-mail on June 11 where he's telling 5 Cliff, "Will you agree that he still needs 6 instructions from you on how to transfer the 7 settlement"? 8 A. Yes. That is correct. But again, I 9 verbally, at some point in that time, told 10 Bernie to please be patient because the account 11 was being set up. 12 Q. Okay. And you said that account would 13 take a few days? 14 A. Yeah. I didn't know. I don't remember 15 what I told him. But I told him it was being 16 set up. 17 Q. Okay. And when did it get set up in 18 relation to June 11? 19 A. You see that on 00053. 20 Q. That's -- that -- 21 A. May 1st is when it got set up. 22 Q. You said May 1st. 23 A. Yeah. In other words, they could only 24 send me the wiring instructions once the</p>	<p>1 A. The date that I received this 2 notification was on May 1. 3 Q. Okay. And that May 1 is a date using 4 the, what I'll call, the outside of the U.S. way 5 of describing a date. Do you see that? 6 A. Yes. That is the way everywhere in the 7 world except America. Write day -- 8 Q. So one -- 9 A. -- month, year. 10 Q. 1/5/20 is actually -- 11 A. Is May 1. That's correct. 12 Q. And at that point, you had established 13 the relationship with your advisor; is that 14 fair? 15 A. That is correct. We actually 16 established a relationship a number of weeks 17 before. Because when you sit with the advisor, 18 the way the Bank of Israel works is the 19 responsibility for complaints is not on the 20 Bank of Israel. It is on whoever is receiving 21 the money that goes into the system. 22 So if I'm trying to launder money as an 23 example, the responsibility is not -- is done 24 by the local branch or whatever your broker,</p>

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<p>1 he's responsible. So there's an -- there's an 2 interviewing process and a clearing process to 3 make sure that the money has a legitimate 4 source, and that taxes will be paid on that 5 money. 6 Q. I'll note the phone call that you recall 7 with Bernie about meeting with this advisor, 8 what phone number would you have called him 9 from? 10 A. I would have called him from -- 11 actually, probably from my cell phone. 12 Q. Okay. And what is that number? 13 A. That is country code 972-544-286287. 14 Q. And have you maintained that number 15 even -- 16 A. Yes. 17 Q. -- after you got a new phone? 18 A. Yeah. Yeah. That number I've had for 19 20 years. 20 Q. All right. Thank you. Back to 19. So 21 you see now, and you see my cursor, Cliff 22 responds to Bernie's e-mail on June 19, and he 23 says, "We -- we talked and I think he is trying 24 to decide the best way to handle." Do you</p>	<p>1 length of time. No. My purpose of getting on 2 the plane is to get off the plane and get home. 3 So I don't know -- it would not have been a 4 long trip anyway. Oh, actually, actually, I 5 can tell you that I flew to Los Angeles, then 6 from Los Angeles, I went to Mission Control in 7 Houston, because I work with NASA. And then I 8 went to a potential customer in North Carolina, 9 and then I went home. 10 Q. How long do you think you were total in 11 the U.S. for that -- 12 A. Five days. Five days at the most. The 13 meeting in Cedars-Sinai -- I had two meetings 14 in Los Angeles, one in the morning, one in the 15 afternoon. Then I took a night flight to 16 Houston to Mission Control. I was in Mission 17 Control for a day. And then early the next 18 morning, I flew to North Carolina. And what I 19 remember in North Carolina was being told that 20 I should get out as soon as possible because 21 they were afraid that due to a storm or some 22 kind of inclement weather, the airports were 23 going to close. But I would say that probably 24 happened on 50 percent of the trips I was on</p>
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<p>1 remember talking to Cliff about the best way to 2 handle the distribution of the settlement -- 3 proceeds? 4 A. Cliff volunteered to take the funds if 5 I wanted to send them to him. 6 Q. Mm-hmm. 7 A. But I didn't see the necessity because 8 I knew that we were about to get the account 9 opened anyway. So therefore why -- you know, 10 why do it. In retrospect, it was a mistake. 11 But, you know, Cliff had offered, he says, 12 "Well, you can transfer -- if you want to, you 13 can transfer it to my bank." 14 Q. And then he wrote, he has been in the 15 U.S. all week for business. Does that spark a 16 memory that you were in the U.S. -- 17 A. I think I -- I think I was in Los 18 Angeles that week. 19 Q. On business? 20 A. Yeah. I met with Cedars-Sinai 21 Hospital. 22 Q. And do you remember how long you were in 23 the U.S. that week? 24 A. Not -- I'm never in the U.S. for any</p>	<p>1 anyway. 2 Q. Okay. Let's go to 22. 3 A. Okay. Yes. 4 Q. Again, you're not copied on this e-mail. 5 But this is between Cliff and Bernie on June 25. 6 You see that? 7 A. Yes, I see that. 8 Q. And he -- Cliff wrote, "He told me that 9 he has meeting with whomever he needs to meet 10 with on Tuesday." That would have been July 11 2nd, based on my review of that calendar? 12 A. I was probably back in Israel. And I 13 don't know -- "I sent you a letter or a mail 14 showing that previously. I understand Jeff's 15 moral dilemma in that regard not withstanding 16 that none of them asked us to represent them." 17 I don't know what that's referring to. 18 Q. Yeah. For my purposes, I don't want to 19 even know, but... 20 A. Yeah. I don't know what it's referring 21 to. 22 Q. Do you remember having a meeting on July 23 2nd with your financial advisor? 24 A. I don't remember.</p>

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<p style="text-align: right;">Page 81</p> <p>1 Q. Okay.</p> <p>2 A. We met with them twice. The first time</p> <p>3 was an introduction. The second time was about</p> <p>4 a week later to sign documentation.</p> <p>5 Q. Mm-hmm.</p> <p>6 A. And then that's the end of it.</p> <p>7 Q. Okay. Let's go to 24.</p> <p>8 A. Okay. All right. So that's July 1st.</p> <p>9 So we -- that probably would have meant that I</p> <p>10 was meeting with the financial advisor on July</p> <p>11 2nd. So there must have been a meeting then.</p> <p>12 Q. Yeah. I'm looking at this e-mail on the</p> <p>13 top. This is from you at your argamantech.com</p> <p>14 e-mail. Do you see that?</p> <p>15 A. Yep.</p> <p>16 Q. And this is a July 1, 2019 e-mail</p> <p>17 replying to Bernie's e-mail, right?</p> <p>18 A. Yes.</p> <p>19 Q. And here we are, you wrote, "We are</p> <p>20 meeting with out" -- that should be an "our" --</p> <p>21 A. With our. It should be our.</p> <p>22 Q. -- "financial advisor tomorrow more</p> <p>23 back. To you then, Jeff." Right?</p> <p>24 A. Yeah. Mm-hmm.</p>	<p style="text-align: right;">Page 83</p> <p>1 THE WITNESS: Yeah.</p> <p>2 MR. POLIQUIN: Let him ask the</p> <p>3 questions regarding the documents.</p> <p>4 THE WITNESS: Yeah. All</p> <p>5 right.</p> <p>6 BY MR. HILL:</p> <p>7 Q. All right. So 26, this is an e-mail at</p> <p>8 the bottom. Do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. And that's from your Gmail account?</p> <p>11 A. Yes.</p> <p>12 Q. And can I stop right there and say, is</p> <p>13 there any allegation in this case that your</p> <p>14 Gmail account was hacked?</p> <p>15 A. I don't know.</p> <p>16 Q. You don't know? All right. Well, can</p> <p>17 you tell me whether this e-mail, on July 2, 2019</p> <p>18 on the bottom of this page 26 is your e-mail?</p> <p>19 A. I -- it looks like something I would</p> <p>20 have written.</p> <p>21 Q. Sitting here today, Jeff, do you have</p> <p>22 any reason to contest that this --</p> <p>23 A. No.</p> <p>24 Q. -- is your e-mail?</p>
<p style="text-align: right;">Page 82</p> <p>1 Q. Do you have any question that that is an</p> <p>2 e-mail from you?</p> <p>3 A. I don't think it's -- it's -- I don't</p> <p>4 question it. But I don't remember it but I</p> <p>5 don't question it.</p> <p>6 Q. Let's go to 26, please.</p> <p>7 A. The dates don't make any sense to me,</p> <p>8 but it'll go further. Okay.</p> <p>9 Q. What do you mean the date --</p> <p>10 A. 26.</p> <p>11 Q. I'm sorry. What do you mean the dates?</p> <p>12 A. In other words, the -- if you look at</p> <p>13 53, the -- it's May 1. Okay. But the --</p> <p>14 these funds in escrow we're talking about,</p> <p>15 that's already July 1st.</p> <p>16 Q. Yeah. I was confused by that.</p> <p>17 A. I'm confused by it today. I don't</p> <p>18 remember.</p> <p>19 Q. All right. Let's try to stay on the</p> <p>20 same page for now --</p> <p>21 MR. POLIQUIN: Mr. Gabbay,</p> <p>22 just try -- you know, when Mr. Hill's</p> <p>23 going to just -- just kind of answer</p> <p>24 the questions.</p>	<p style="text-align: right;">Page 84</p> <p>1 A. No. No, I do not.</p> <p>2 Q. Okay. And here you wrote, "Shoshanna,"</p> <p>3 I take that to mean your wife?</p> <p>4 A. Correct.</p> <p>5 Q. "And I sat with our financial advisor."</p> <p>6 That's 8:16 a.m. Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. The e-mail?</p> <p>9 A. Yes.</p> <p>10 Q. And how many hours ahead would Jerusalem</p> <p>11 been at that time?</p> <p>12 A. Normally seven.</p> <p>13 Q. Seven hours?</p> <p>14 A. We're now six hours because of the</p> <p>15 change of the clock. But normally, it's seven</p> <p>16 hours.</p> <p>17 Q. This might be a tough question but</p> <p>18 you're a smart guy. In July of 2019, how many</p> <p>19 hours would Jerusalem time be ahead?</p> <p>20 A. Very likely seven.</p> <p>21 Q. So that would take us to --</p> <p>22 A. 4:16. No, that would take us to 3:16.</p> <p>23 Q. 3:16 p.m.</p> <p>24 A. Yeah, p.m.</p>

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1 Q. Jerusalem time?

2 A. Yes.

3 Q. And then Bernie writes back at 8:45 --

4 8:44 a.m. Eastern Daylight Time, "Jeff, thank

5 you for the update. As far as needing anything

6 else, I have the love of a good woman so I want

7 for nothing." Do you see that?

8 A. Yes.

9 Q. And that's in response to the e-mail

10 below on this thread; is that right?

11 A. I ask, other than the instructions for

12 transfer, is there anything else you need.

13 Q. Okay. And here, Bernie, as you did,

14 copied Cliff and Shoshanna?

15 A. Yes. Normal -- a lot of

16 correspondence. Not always, but when I

17 remember, I cc my wife.

18 Q. Understood. And when you used your

19 Gmail account, was that your rule --

20 A. Yeah.

21 Q. -- at Argaman?

22 A. Yeah. Yeah. Because I want my wife --

23 my wife handles the finances in the house.

24 Q. Okay. So I want you to keep this 26 in

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1 mind and the clue to you is this reference to

2 "good woman." Okay?

3 A. Mm-hmm.

4 Q. Just keep that in mind.

5 A. Okay.

6 Q. Now let's go to --

7 A. By the way, I would like to show

8 something on 0027, if you have questions,

9 please ask them.

10 Q. I'm going to 27 right now.

11 A. Yeah. Mm-hmm.

12 Q. All right. So the last e-mail was July

13 2nd, 8:44 a.m. that we looked at --

14 A. Mm-hmm.

15 Q. -- from Bernie after you sent him the

16 e-mail prior to that. Now we have CL27 on the

17 screen. It's nothing on the bottom, so I'll

18 leave it there.

19 A. Mm-hmm.

20 Q. And this is at 9:49 a.m., about an hour

21 later.

22 A. Mm-hmm. Correct.

23 Q. The -- this e-mail is, again, July 2nd,

24 2019, 9:49 a.m. to Bernie, a copy to Cliff, do

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1 you see that?

2 A. Yes.

3 Q. And then it's from

4 jeffgabbay@argamantech.com -- or

5 argamantech.com. Sorry about that.

6 A. Yes. That's okay.

7 Q. And here, I'm going to read this:

8 "Bernie, after meeting with our financial

9 advisor today, we agreed to transfer the

10 remaining settlement funds to my affiliated

11 company bank account in Hong Kong. I will

12 forward the appropriate banking details to you

13 soon. Jeff." Right?

14 A. Yes.

15 Q. And it is true, based on your own e-mail

16 that we just looked at, that you did meet with

17 your financial advisor on July 2nd, fair enough?

18 A. Yes. Fair.

19 Q. Okay. Now, did you send this e-mail,

20 Jeff?

21 A. For the record, first time I ever saw

22 this e-mail, and so that we do something so

23 that you could see, look what I wrote on here,

24 "Never saw this before."

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1 Q. So, can I take that as a "no"?

2 A. Yes. You can take that as a "no."

3 Q. All right. Does or did Argaman have a

4 company bank account in Hong Kong?

5 A. No.

6 Q. Ever?

7 A. Ever. For the record, Argaman never

8 had a bank account out of Israel.

9 Q. Sir, remember when I wanted to make sure

10 that you remembered 24, which is the e-mail on

11 Monday, July 1st?

12 A. Yes.

13 Q. I'm going to ask you about 24.

14 Actually, I was looking at 26. Can we go to 24

15 real quick, Jeff?

16 A. Sure.

17 Q. Oh, we did look at this one. This is

18 where the made the correction to "out" to "our,"

19 right?

20 A. Yes.

21 Q. And do you remember sending this e-mail

22 on your Argaman account?

23 A. Based on the our, it's very unlikely I

24 would have been in front of my computer, and

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1 because there -- Bernie wanted to transfer the
2 money and we wanted him to transfer the money,
3 knowing myself, I would have sent them a
4 message from my phone.
5 **Q. That's why it says, "Sent from my**
6 **iPhone"?**
7 A. Yeah. Yeah.
8 **Q. Okay. So that's July 1 of 12:10 p.m.,**
9 **and then if we can go back to where we were on**
10 **27.**
11 A. Correct.
12 **Q. So, do you believe, based on what you've**
13 **told me about, this e-mail on page 27, that your**
14 **e-mail, again, looking at this with hindsight**
15 **was hacked sometime between July 1, 2019 at**
16 **12:10 and July 2nd at 9:49 a.m.?**
17 A. I can only say --
18 MR. POLIQUIN: Objection to
19 the form.
20 You can answer the question.
21 THE WITNESS: I can only say
22 that I know it was -- I don't know.
23 This is the first time I saw this --
24 e-mail. So obviously I'm assuming that

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1 the one who sent this was the hacker.
2 But remember, I am not privy to any-of --
3 this, so I can't respond.
4 BY MR. HILL:
5 **Q. Okay. We'll get to that in a minute. A**
6 **thought just occurred to me. Do you happen to**
7 **keep your phone records from this time frame?**
8 A. No.
9 **Q. How do you get your statements or bills**
10 **for --**
11 A. Well, in this particular case, my phone
12 bills were paid for by Cupron -- by Argaman.
13 **Q. Prior to October of 2021?**
14 A. Yeah.
15 **Q. Okay. Do you know if Cup -- I just did**
16 **this.**
17 A. Yeah. Argaman, yeah.
18 **Q. Do you know if Argaman had, while you**
19 **were there, a document retention policy?**
20 A. I don't know.
21 **Q. Would you know --**
22 A. We are not a public -- we are not a
23 public --
24 **Q. Sorry.**

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1 A. We are not a publicly owned company, so
2 it's unlikely that we would have had that.
3 **Q. Who at Argaman would be the person most**
4 **knowledgeable about the billing at the company?**
5 A. Well, it would be the CFO.
6 **Q. Okay. And is -- is that, as a CFO --**
7 **have you given me his name?**
8 A. Simcha, S-I-M --
9 **Q. Okay.**
10 A. -H-A -- I gave it to you. E-D --
11 **Q. Yes.**
12 A. -- -E-L-L.
13 **Q. Thank you. Okay. Let's go to 28.**
14 A. Okay.
15 **Q. Here we have an e-mail at the bottom to**
16 **you and Cliff -- and Cliff is copied from**
17 **Bernie. It says, "Thank you." Do you see that?**
18 A. Yes, I do.
19 **Q. And now you have an e-mail here on the**
20 **top, which seems to be replying from**
21 **jeffgabbay@argamantech.com. Do you see that**
22 **one?**
23 A. Yes, I do.
24 **Q. July 2nd at 10:09 a.m. Have you seen**

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1 **this one before?**
2 A. No.
3 **Q. Do you believe this was a fictitious**
4 **e-mail?**
5 A. Yes.
6 **Q. Let's go to 31.**
7 A. Yes.
8 **Q. When I said fictitious, what I want to**
9 **get at is, you believe that last e-mail was a**
10 **fake; is that right?**
11 A. That is correct.
12 **Q. I'm trying to get the right word so that**
13 **we're on the same page. Let's go to --**
14 MR. POLIQUIN: Paul, can I
15 take a five-minute break real fast?
16 MR. HILL: Yeah, sure.
17 MR. POLIQUIN: All right.
18 Let's come back at, you know, 10:35 or
19 6-ish. Appreciate it. Thank you.
20 MR. HILL: Yeah. No worries.
21 (Whereupon, a recess was
22 taken.)
23 BY MR. HILL:
24 **Q. Okay. Sorry about the slight delay**

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<p style="text-align: right;">Page 93</p> <p>1 there.</p> <p>2 A. No problem.</p> <p>3 Q. Bernie told me to just plow forward, so</p> <p>4 I'm going to do that. So let's keep going on</p> <p>5 this chronology. Let's go to 31.</p> <p>6 A. Yes.</p> <p>7 Q. Here we have an e-mail on the bottom,</p> <p>8 Tuesday, July 2nd to Jeff Gabbay where Bernie</p> <p>9 writes, "Today, I received three e-mails from</p> <p>10 you. The first telling me that you spoke to</p> <p>11 your financial advisor." We looked at that one.</p> <p>12 Do you remember that, Jeff?</p> <p>13 A. Yes. That was -- that was my e-mail,</p> <p>14 probably, right?</p> <p>15 Q. Yeah. Exactly. And then there --</p> <p>16 typo, "There was a response to my remark about</p> <p>17 my wife." And you responded to that one, do you</p> <p>18 remember?</p> <p>19 A. Yes.</p> <p>20 Q. And the third asking if I received an</p> <p>21 e-mail from you about the banking details.</p> <p>22 A. Yeah.</p> <p>23 Q. We just went through that one. You</p> <p>24 believe that one's a fake.</p>	<p style="text-align: right;">Page 95</p> <p>1 A. No. I think Bernie's was broken into</p> <p>2 as well. But that's my opinion. I'm not</p> <p>3 qualified to give that opinion.</p> <p>4 Q. So both?</p> <p>5 A. That's -- generally speaking, I asked</p> <p>6 around. And what happens -- I mean, it would</p> <p>7 be logical if -- if you break in then you're</p> <p>8 going to intercept every conversation. You're</p> <p>9 not going to allow a conversation to occur</p> <p>10 that's going to take away your interest. Just,</p> <p>11 again, I'm not qualified to make the statement,</p> <p>12 just seems to be logical that, you know, a</p> <p>13 thief is going to cover all of his bases.</p> <p>14 Q. And what's your complaint or allegation</p> <p>15 in this complaint? Was it that your e-mail</p> <p>16 account was compromised and infiltrated or yours</p> <p>17 and Bernie's were?</p> <p>18 A. I --</p> <p>19 MR. POLIQUIN: I'm going to</p> <p>20 object to the form of the question.</p> <p>21 THE WITNESS: Yeah.</p> <p>22 BY MR. HILL:</p> <p>23 Q. You can answer, Jeff.</p> <p>24 A. Look, I'm not qualified to make the</p>
<p style="text-align: right;">Page 94</p> <p>1 A. Once again, please note, and that is,</p> <p>2 just for the record, I never saw this before. ----</p> <p>3 Q. Now, when you say "that," you're talking</p> <p>4 about Bernie's e-mail or the e-mail above it?</p> <p>5 A. No. I didn't see Bernie's e-mail and I</p> <p>6 didn't see the e-mail above it.</p> <p>7 Q. Okay. And the one above it is from, we</p> <p>8 believe, the hacker; is that right?</p> <p>9 A. That is correct. But I believe that</p> <p>10 based on -- just, I can't -- look, I'm not</p> <p>11 qualified to make the statement. But I don't</p> <p>12 think that the -- I think that the hacker</p> <p>13 intercepted Bernie's e-mail.</p> <p>14 Q. Through your Argaman account?</p> <p>15 A. However he did it. I don't know.</p> <p>16 Q. So we -- I shouldn't say "we." You --</p> <p>17 you believe that the e-mail on the top of the</p> <p>18 screen from jeff@argamantech on July 2nd of 2019</p> <p>19 at 12:22 is a fake?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And then the next page -- and</p> <p>22 just so that I'm clear, do you believe that</p> <p>23 Bernie's e-mail system was broken into or just</p> <p>24 Argaman's?</p>	<p style="text-align: right;">Page 96</p> <p>1 statement. So I can't answer your question.</p> <p>2 But looking at what we see here, I don't know</p> <p>3 if Bernie was hacked or I was hacked, or I have</p> <p>4 no way of knowing. But in my opinion, it seems</p> <p>5 to me that he got in somehow but I don't know</p> <p>6 where.</p> <p>7 Q. And I'm just trying to trace the</p> <p>8 chronology. We just looked at an e-mail</p> <p>9 Tuesday, July 2nd of 12:22. Let's go to CL35.</p> <p>10 A. Okay.</p> <p>11 Q. All right. The bottom e-mail on this</p> <p>12 page purports to be an e-mail on July 2, 2019 at</p> <p>13 1:12 p.m. from jeff@argamantech.com. "Hi,</p> <p>14 Bernie, in anticipation of a question that will</p> <p>15 be asked concerning the source of the Vupron</p> <p>16 funds" -- should be Cupron -- "we will need to</p> <p>17 present proof of the origin of the funds. Can</p> <p>18 you send me documentation that demonstrates the</p> <p>19 source of the funds, ie, Cupron's purchase or</p> <p>20 our sale banks. Jeff. Sent from my iPhone."</p> <p>21 Does that appear to be a legitimate</p> <p>22 e-mail from you?</p> <p>23 A. That, I don't remember the e-mail. But</p> <p>24 it would certainly be something that I would</p>

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1 have asked, simply because of the necessity of
2 transparency.
3 **Q. Okay. So sitting here today, you don't**
4 **contest that this was an e-mail that you sent?**
5 A. I don't, but I also don't -- I don't
6 remember it. I'll be honest with you.
7 **Q. Okay. But just so the record's clear,**
8 **just sitting here today, you don't contest that**
9 **you sent it, fair?**
10 A. Yeah.
11 **Q. Yes?**
12 A. But I -- but --
13 **Q. Did you say "yes"?**
14 A. I don't contest that I sent it, but I
15 also don't remember specifically that I sent
16 it.
17 **Q. Okay. And then we have a reply, looks**
18 **like, sent on Cliff's iPhone, "Tax authorities**
19 **won't care where Cupron got the funds from."**
20 **Right?**
21 A. Yes.
22 **Q. Do you remember getting that reply as we**
23 **sit here today?**
24 A. No, I do not. And if you see that,

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1 that came from Cliff's iPhone.
2 **Q. Mm-hmm.**
3 A. Not -- Cliff really never sent me stuff
4 on his iPhone. But I don't know.
5 **Q. Are you saying you believed Cliff's --**
6 A. You know, I --
7 **Q. -- e-mails?**
8 A. No, I'm not saying anything. I'm just
9 saying I don't know.
10 **Q. Okay. I was going to finish my**
11 **question. Do you believe Cliff's e-mail was**
12 **infiltrated?**
13 A. I don't know. I know that Cliff's
14 office has a very high level of security. I
15 don't think -- I don't think it would have
16 happened. But again, if you got in, you got
17 in.
18 **Q. Okay. Let's go to CL40 on the bottom.**
19 A. Okay. One second. CL40 on the bottom,
20 yes, okay.
21 **Q. And you recall that I wanted to make**
22 **sure you remembered the I love -- "The love of a**
23 **good woman" --**
24 A. Woman, right.

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1 **Q. -- that we saw earlier, right?**
2 A. Yes. Mm-hmm.
3 **Q. Okay. And I don't think there was any**
4 **question that you were -- that was legitimate,**
5 **you got that e-mail?**
6 A. However, you're going to ask about U.S.
7 or Hong Kong?
8 **Q. No. I'm going to ask the question I'm**
9 **going to ask, but just hang -- but just hang in**
10 **with me as I go through this.**
11 A. Mm-hmm.
12 **Q. Okay. So the e-mail on the bottom is**
13 **the e-mail that we looked at before, which is a**
14 **part of -- on page 26. And just to refresh your**
15 **memory, 26 is an e-mail that you sent on**
16 **jeffgabbay@gmail.com, where you wrote "Shoshanna**
17 **and I sat with our financial advisor," right?**
18 A. Yes.
19 **Q. And then you also asked, "Other than the**
20 **instructions were transferred, is there anything**
21 **else you need?" Bernie then responds, "Thank**
22 **you for the update. As far as needing something**
23 **else, I have the love of a good woman so I want**
24 **for nothing." Okay?**

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1 A. Yes.
2 **Q. So what I'm getting at is, will you**
3 **agree that now we're looking at CL40, it's**
4 **picking up on that same, what I call, a**
5 **legitimate e-mail string. You agree with that?**
6 A. First of all -- first of all, I don't
7 -- this is not my e-mail, even it says "Sent
8 from my iPhone," it is not sent from my iPhone
9 and I'll tell you how I know --
10 **Q. Wait a minute. Wait a minute, sir. Let**
11 **me get an answer to my question first.**
12 A. Oh, okay. Sorry.
13 **Q. Does the e-mails on the top of page 40**
14 **appear to be a continuation of the string that**
15 **we looked at on page 26, where you gave the**
16 **"instructions asked about anything else," and**
17 **then Bernie said, "good woman"?**
18 A. That is correct. Yes --
19 **Q. Okay. Now --**
20 A. Today, yes.
21 **Q. Now, let me get to the -- I'll give you**
22 **a chance to answer. I'm trying to learn**
23 **anything I can.**
24 A. Mm-hmm.

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1 Q. Okay?

2 A. Yes, obviously. Mm-hmm.

3 Q. All right. So then you have an e-mail,

4 so that was sent July 2nd, 8:44 a.m. for Bernie.

5 Then, do you see where Cliff responded by

6 e-mail, "U.S. or Hong Kong"?

7 A. Yes, I see that.

8 Q. You see that?

9 A. Yes.

10 Q. And it's sent from the iPhone. Now,

11 this says 21:02 is the time, I take that to mean

12 military time or 2:02 p.m., right?

13 A. 21:02 is 9:02 in the evening.

14 Q. Okay. Go back to 36, if you don't mind.

15 A. Okay. Yes.

16 Q. There's that same e-mail, right?

17 A. Yes.

18 Q. And it looks like it was sent 2:02, 5:57

19 p.m., agreed?

20 A. Yes.

21 Q. Okay. So Bernie wrote at 8:44, Cliff

22 responds, "U.S. or Hong Kong," with his cell

23 phone at 2:02 p.m. Do you see that? "

24 A. Yes.

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1 Q. And do you agree that Cliff here, by

2 using the phrase "U.S. or Hong Kong," was

3 inquiring if funds were going to the U.S. or

4 Hong Kong?

5 A. Yes. However, Cliff is fully aware, as

6 my attorney, that I only bank in Israel or the

7 United States.

8 Q. And you didn't --

9 A. Therefore --

10 Q. You knew that as well at that time,

11 right?

12 A. Yes. Therefore, I do not think that

13 this is an e-mail that was generated from Cliff

14 or certainly from me.

15 Q. Let me just make sure I have that right.

16 You believe that the e-mail, "U.S. or Hong

17 Kong," is a fake e-mail?

18 A. Yes.

19 Q. But it's an e-mail that you received,

20 did you not, sir?

21 A. No.

22 Q. Well, let's --

23 A. I received -- I received an e-mail.

24 Q. Let's look at 40.

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1 A. That says as far as I'm concerned,

2 right, "I have the love of a good woman."

3 That's the end of it.

4 Q. Okay?

5 A. That's end of it.

6 Q. Well, okay. How do you square that with

7 the e-mail on top of this, which is a part of

8 the thread on page 40, where it shows on July 2

9 at 3:49 p.m. from your Gmail account, which you

10 told me was not hacked, to Cliff with a copy to

11 Bernie and Shoshanna, who you typically copied

12 on your Gmail communications, right?

13 A. Yes.

14 Q. Okay. And did you not reply to Cliff

15 Rieders' e-mail, "U.S. or Hong Kong" by writing

16 "USA thinks we are all drug dealers working with

17 undeclared cash. We have to prove we are not."

18 A. That is not a response to U.S. or Hong

19 Kong. I believe that that was response to --

20 and I don't -- I can't say this for sure. USA

21 thinks we're all drug dealers is something I

22 absolutely said. That's something I would have

23 said. But I think that U.S. or Hong Kong was

24 inserted. Why would I ever -- why would Cliff

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1 ever ask about Hong Kong?

2 Q. Well, I --

3 A. He knew I didn't have an account there.

4 Q. I'm not asking --

5 A. Okay.

6 Q. -- about Cliff.

7 A. Okay. But I don't know. I could only

8 tell you that I never banked in Hong Kong in my

9 life. I never banked any place out of the

10 United States in my life or out of Israel.

11 Q. Okay. But how do you account for the

12 fact that there is an e-mail from Cliff on this

13 thread, and then a reply right after that by

14 you, which you just said is legit?

15 A. I do not account for it. I don't know.

16 Q. Okay. You don't know?

17 A. I don't know.

18 Q. But is your testimony today, Jeff, that

19 you did not see this e-mail from Cliff?

20 A. I do not remember this e-mail from

21 Cliff.

22 Q. Okay.

23 A. I may have seen it, I can't tell you

24 that I didn't see it. I do not remember. I do

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1 not know. I'm trying to be as honest as I can.
 2 **Q. I'm sorry. I didn't catch the last**
 3 **part.**
 4 A. I said I'm trying to be as honest as I
 5 possibly can.
 6 **Q. I know you are. And I'm just trying to**
 7 **figure out what happened.**
 8 A. Yeah. So am I.
 9 **Q. All right. Now --**
 10 A. To [inaudible] the \$26,000.
 11 **Q. By this U.S. or Hong Kong reference,**
 12 **just considering the text itself, and I took --**
 13 **I took you through this purposely. But Cliff**
 14 **had been copied on an e-mail, which is on page**
 15 **27. And we can go back there.**
 16 A. No, I know the e-mail. But what I was
 17 thinking is, you know, I'm not here to make
 18 conspiracy theories. But obviously Cliff had
 19 to have been cc'ed by the hacker. And maybe
 20 Cliff thought that I had a Hong Kong account.
 21 Maybe he did. You know, I don't know what he
 22 was thinking. I don't know what he was
 23 thinking. So I can't remark about it. But --
 24 U.S. or Hong Kong, it just doesn't seem to fit.

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1 **Q. Why -- why didn't you send a reply**
 2 **saying, "What are you smoking about this Hong**
 3 **Kong thing"?**
 4 A. Well, that's -- USA thinks we're all
 5 drug dealers is a response maybe to that. I
 6 mean, you know, it's -- look, it never would
 7 occur to me to hide funds or to send funds to,
 8 you know, a Swiss account or a Hong Kong
 9 account or a Jamaican account. That's not me,
 10 Karl. I never do -- ever anything like...
 11 **Q. And I'm not suggesting otherwise, Jeff.**
 12 **I'm just --**
 13 A. No, I know that. But I think that
 14 people who know me know that I would never do
 15 such a thing. I would never -- it's just not
 16 something I would do.
 17 **Q. Okay. But you're saying you responded**
 18 **to the Hong Kong by saying, "USA thinks we are**
 19 **drug dealers."**
 20 A. Yes.
 21 MR. POLIQUIN: I'm going to --
 22 BY MR. HILL:
 23 **Q. Okay. You can answer.**
 24 MR. POLIQUIN: -- object to

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1 the form of the question.
 2 MR. HILL: Thank you. Noted.
 3 BY MR. HILL:
 4 **Q. And then, well, why didn't you send an**
 5 **e-mail at that time saying, "Wait a minute, red**
 6 **flag, Hong Kong"?**
 7 A. I don't know.
 8 **Q. And you and I have may never met each**
 9 **other if you had done that, would you agree?**
 10 A. I don't know.
 11 MR. POLIQUIN: Object to the
 12 form of the question.
 13 THE WITNESS: What I do know
 14 in my mind was that I had informed
 15 Bernie that we were going to open an
 16 account for transfer of funds to New
 17 York, and that he was aware of it. And
 18 as far as I was concerned, that was
 19 checked off on the list. I was just
 20 waiting for the account to be opened
 21 and then I would have gotten the
 22 funding.
 23 BY MR. HILL:
 24 **Q. Okay. Let's fast forward a little,**

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1 **because it's a little bit out of order to --**
 2 **it's the last page of this packet, please.**
 3 A. To which number?
 4 **Q. 262 -- or 268. I'm sorry.**
 5 A. 68. Okay. One second. Okay. I'm
 6 here. Yes.
 7 **Q. Okay. And here you have an exchange**
 8 **between Cliff and Bernie. Do you see that?**
 9 A. I'm looking at it now.
 10 **Q. Okay. Take your time.**
 11 A. Yes. I did not see this e-mail
 12 previously.
 13 **Q. You mean previously to preparing for**
 14 **your --**
 15 A. This was a correspondence between
 16 Bernie and Cliff that I was not privy to.
 17 **Q. I understand. All right. Let me ask**
 18 **you a couple of questions about it, with that**
 19 **understanding. So Bernie writes on July 10 at**
 20 **9:11 p.m., second paragraph, "I have heard from**
 21 **Jeff. I wired the settlement funds to him last**
 22 **Friday. And I looked at the calendar. That was**
 23 **Friday, July 5." Hopefully you'll accept that**
 24 **representation by me.**

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1 MR. POLIQUIN: What number is
2 this? Bates Number?
3 MR. HILL: 268. It's the last
4 page of --
5 MR. POLIQUIN: Got you.
6 MR. HILL: -- the exhibit.
7 MR. POLIQUIN: Okay.
8 BY MR. HILL:
9 Q. And that July 5, by the way, was three
10 days after the "USA or Hong Kong" e-mail thread
11 that we just went through. And Bernie then
12 says, on Monday, he e-mailed me to say that he
13 hadn't received it. And more problematic, his
14 Hong Kong bank account was undergoing an audit
15 of some sort.
16 A. Okay.
17 Q. The e-mails that Bernie referenced,
18 you're not familiar with writing those e-mails;
19 is that a fair assumption?
20 A. That is correct.
21 Q. Okay. And the Rieder -- Cliff Rieders
22 replies a half hour later at 9:31 p.m., "Oy vey,
23 will you be sending us your fee?" Do you see
24 that?

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1 A. Yes.
2 Q. And here's Cliff using his iPhone-again.
3 Do you see that as well?
4 A. Yes.
5 Q. Okay. So I know in general what that
6 expression means, but can you define what "Oy
7 vey" means?
8 A. Oh, terrible.
9 Q. Okay. And would you agree with me,
10 Jeff, that it appears that Cliff understood at
11 this point given his response to the e-mail that
12 the funds were originally sent to a Hong Kong
13 bank?
14 A. Yes, I would agree, mm-hmm.
15 Q. I just have a few more. Thanks for
16 bearing with me on this. Let's go to 52.
17 A. Going backwards. Okay.
18 MR. POLIQUIN: I have to take
19 some out of turn.
20 THE WITNESS: 52. I have
21 until 268.
22 BY MR. HILL:
23 Q. No. 52, 5-2.
24 A. Oh, 5-2. Okay.

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1 Q. Yeah.
2 A. You got me worried. Okay. 5-2, okay.
3 Let's go back. Okay. Yes, I have it.
4 Q. Okay. And it just occurred to me when
5 looking at this -- the last e-mail on 268 where
6 Cliff had been sailing in Long Island, do you
7 remember reading that?
8 A. Yes.
9 Q. Do you remember if you were in
10 communication with him during this time frame,
11 July 5 to July 10?
12 A. Definitely not.
13 Q. And you --
14 A. It was July 4th weekend.
15 Q. Okay. Is that why you're so definitive
16 in responding that you would not have
17 communicated that?
18 A. Yes. Yes. He would have been out on
19 his boat. And I certainly wouldn't have
20 bothered him about this kind of an issue on his
21 vacation. Remember, in the back of my mind, as
22 far as I was concerned, Bernie had all of our
23 instructions, and we were just waiting for the
24 transfer.

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1 Q. Not by July 10, would you agree with me?
2 A. You know, I can't -- I can't remark
3 about that.
4 Q. Okay.
5 A. I just felt --
6 Q. Keep going.
7 A. You know, I just felt -- I sent, you
8 know, the profile e-mail, and I sent all the
9 e-mails to Bernie, and that it would happen.
10 Now, there was a Saturday night because of what
11 basically happens is I'm a sabbath observer,
12 that means that from Friday, late afternoon
13 until Saturday night, I have no communications
14 at all. We do not use iPhones, we do not use
15 phones, we do not use e-mails, we do not use
16 faxes, which means that for 24- or 25-hour
17 period, I'm not in touch with anybody. Taking
18 into consideration that Friday afternoon is
19 Friday morning in New York, so therefore, I
20 would not have been in touch with Cliff,
21 because he wouldn't have called me on Friday to
22 say anything.
23 Q. All right.
24 A. And then Saturday night, I open up the

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1 e-mail and I see Bernie's confirming that he
2 sent the money to my Hong Kong account. And I
3 said, "What Hong Kong account?"
4 **Q. Okay. We're not quite there yet on the**
5 **chronology.**
6 A. Okay. No, but I'm just telling you
7 that as the person being deposed, I was in
8 shock over this. So...
9 **Q. What you're trying to convey to me,**
10 **Mr. Gabbay, is that you were still trying to get**
11 **your ducks in a row as to where the funds were**
12 **going to be disbursed?**
13 A. The ducks were already in the row.
14 **Q. That's what I don't understand. So you**
15 **have -- you have the moneys in Bernie's escrow**
16 **account in late May or the first couple days of**
17 **June of 2019, when is it that you finally gave**
18 **Bernie instructions on how to disburse the**
19 **remaining funds?**
20 A. According to the profile e-mail, the
21 1st of May. But I'm trying to figure out why
22 did it take so much longer.
23 **Q. Well, let's go there --**
24 A. And I don't know why.

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1 **Q. Let's figure it out.**
2 A. Answer it.
3 **Q. Let's figure it out. Let's go to 52.**
4 A. Okay.
5 **Q. Are you there?**
6 A. Yes.
7 MR. POLIQUIN: Okay. You're
8 not showing these on the screen
9 anymore?
10 MR. HILL: Sorry, Ron. I had
11 a little brain --
12 MR. POLIQUIN: That's okay.
13 MR. HILL: I'm getting there.
14 BY MR. HILL:
15 **Q. Okay. That's 52 on the screen right**
16 **now. Are we all on the same page?**
17 A. Yes, I am.
18 MR. POLIQUIN: Okay. When you
19 say "52," what Bates Number is it?
20 MR. HILL: It's CL005 --
21 MR. POLIQUIN: Oh, I thought
22 you meant 52 -- 252. Okay.
23 MR. HILL: That's the second
24 time that's happened. I'm looking at

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1 52 and 53, actually, which I think go
2 together.
3 BY MR. HILL:
4 **Q. All right. So, Jeff, do you agree that**
5 **this is an e-mail, a legit e-mail from you on**
6 **Thursday, July 18 at 6:29 a.m.?**
7 A. You're looking at 0054?
8 **Q. 5-2.**
9 A. 5-2.
10 **Q. Mm-hmm.**
11 A. It looks like it came from me. But I
12 don't understand why it would be on Thursday,
13 July 18th. I don't understand that.
14 **Q. Well, let's see what we can do with**
15 **this. Here, you have no reason to contest that**
16 **you sent this e-mail on your argamantech account**
17 **on Thursday, July 18 of --**
18 A. There is a question here. Look at the
19 attachments, Gabbay wire instructions,
20 070920191. I don't see a reference number like
21 that in the profile, Investment Services
22 reference.
23 **Q. Well, let's take one page at a time.**
24 **The e-mail, do you have any reason to contest,**

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1 here you wrote, "Hi, Bernie, we finally got the
2 wire instructions for the account. Kindly
3 transfer all the money in the account to the
4 attached account. Obviously transfer charges
5 should be reduced from what is being sent,
6 please confirm back to us the exact amount of
7 transfer. Thanks and best regards." I read
8 that correctly, right?
9 A. I'm not contesting that you read it
10 correctly. I'm contesting that this may not
11 have been from me. I do not remember that this
12 is from me. What doesn't jive are the dates.
13 **Q. Mm-hmm. And is the date -- is the date,**
14 **that 1/5/20, at the top of page 53 on Profile's**
15 **letterhead the date that concerns you most?**
16 A. Yes.
17 **Q. Because we know that's a 5 -- that's**
18 **actually May 1?**
19 A. That's May 1.
20 **Q. 2020.**
21 A. Yeah.
22 **Q. What about the rest of the Profile**
23 **document? Is that your bank?**
24 A. They wanted everything to go to the

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<p style="text-align: right;">Page 117</p> <p>1 Bank of New York Mellon.</p> <p>2 Q. Okay.</p> <p>3 A. They opened the account for us in the</p> <p>4 bank of New York Mellon. So that when the</p> <p>5 funds were transferred, they would go into this</p> <p>6 account.</p> <p>7 Q. Do you remember e-mailing these, this</p> <p>8 Profile instruction document to Bernie at any</p> <p>9 time?</p> <p>10 A. Knowing myself, I would have received</p> <p>11 it, and within minutes, have forwarded it to</p> <p>12 him.</p> <p>13 Q. Okay. So how do you, sitting here</p> <p>14 today, account for the fact that it's dated May</p> <p>15 1, 2020?</p> <p>16 A. I can't account for it, because I just</p> <p>17 don't know. There was a correspondence, a</p> <p>18 whole world of correspondence going on between</p> <p>19 Bernie and Cliff, or Bernie and the hacker to</p> <p>20 which I was not privy.</p> <p>21 Q. Well in fairness, you agreed that the</p> <p>22 e-mail on page 52 is your e-mail?</p> <p>23 A. I'm not agreeing.</p> <p>24 Q. You're not?</p>	<p style="text-align: right;">Page 119</p> <p>1 given all of the instructions to Bernie and I</p> <p>2 was just waiting to get the funds.</p> <p>3 Q. But you mean prior to July 18?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And how did you convey those</p> <p>6 instructions to Bernie?</p> <p>7 A. Bernie would have received instructions</p> <p>8 from me absolutely in writing. He would have</p> <p>9 never received it any other way.</p> <p>10 Q. Well, I think we've been trying to be</p> <p>11 careful with having all of the e-mails in the</p> <p>12 chronology. I did not see any e-mails from you</p> <p>13 with written instructions prior to July 18. Are</p> <p>14 you saying there are some?</p> <p>15 A. I don't have them. I don't know. If</p> <p>16 there's something wrong here, I don't</p> <p>17 understand myself. To be honest, Karl, I don't</p> <p>18 know myself.</p> <p>19 Q. That's fair. But you would have</p> <p>20 communicated those instructions via e-mail to</p> <p>21 Bernie if you did, right?</p> <p>22 A. That is correct. Either that or faxed.</p> <p>23 Q. Okay.</p> <p>24 A. More likely by the way fax.</p>
<p style="text-align: right;">Page 118</p> <p>1 A. I don't know. No, I don't know.</p> <p>2 Q. Okay. And this copies your wife</p> <p>3 Shoshanna, does it not?</p> <p>4 A. Yes, it does.</p> <p>5 Q. The e-mail -- all right. Let's try 54.</p> <p>6 I'm going back to the prior one because I just</p> <p>7 have things swirling in my brain, honestly. The</p> <p>8 hack -- if the e-mail, July 18, which we just</p> <p>9 went through on page 52 was not yours, why would</p> <p>10 the hacker be providing information to you and</p> <p>11 Shoshanna's New York Mellon account for the</p> <p>12 transfer?</p> <p>13 A. I don't know. Look, this obviously is</p> <p>14 -- you know, look people that are experts in</p> <p>15 theft would know -- you know, they would know</p> <p>16 how to cover their bases. I don't know, Karl.</p> <p>17 I can't answer honestly.</p> <p>18 Q. Okay. You agree that it just doesn't</p> <p>19 make sense, does it?</p> <p>20 A. I agree with you that it doesn't make</p> <p>21 sense. But as I said, there was a whole world</p> <p>22 of correspondence going out on between Bernie</p> <p>23 and the hacker about which I wasn't privy. And</p> <p>24 as far as I was concerned, in my mind, I had</p>	<p style="text-align: right;">Page 120</p> <p>1 Q. Let's go to --</p> <p>2 A. By the way, because there was a thing</p> <p>3 that whenever we made transfers, we always</p> <p>4 confirmed it via fax. So it's possible but I</p> <p>5 can't state it for sure. It is possible that</p> <p>6 Bernie received the Profile Investment Services</p> <p>7 notification via fax, possibly. But he would</p> <p>8 have received it -- he would have received the</p> <p>9 page that I received.</p> <p>10 Q. And your best recollection, it would</p> <p>11 have been prior to this e-mail on July 18?</p> <p>12 A. Yes. Because I was waiting for the</p> <p>13 transfer.</p> <p>14 Q. Okay. Let's try out 54. CL54.</p> <p>15 A. Yes.</p> <p>16 Q. And I apologize, but at the very -- let</p> <p>17 me get there. Hold on. So you see the bottom</p> <p>18 of the page here is that same e-mail that we</p> <p>19 were just looking at in full on page 52?</p> <p>20 A. Correct.</p> <p>21 Q. And here, on the top e-mail is Jeff --</p> <p>22 I'm sorry, Bernie at July 18 at 7:15 a.m.</p> <p>23 sending an e-mail to jeffgabbay@argamantech with</p> <p>24 a copy to Cliff, where he's saying, "I'm</p>

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1 confused, the settlement proceeds were wired on
2 Tuesday as you directed," right?
3 A. Yes. And I never saw that e-mail
4 before.
5 Q. You never seen that particular e-mail?
6 A. No. "I'm confused, the settlement
7 proceeds were wired on Tuesday as you
8 directed." Why didn't I see the money in my
9 account on Wednesday if that was the case?
10 Q. Well, so that we're clear, the e-mail
11 that I just referenced on the top of this page
12 from Bernie, that's the e-mail saying that you
13 say you never received?
14 A. I don't think I received it. Karl, I
15 can't answer you honestly. I just don't know.
16 Q. Okay. When you sent the instructions --
17 strike that. Let's go to 55.
18 A. Yes.
19 Q. And here I'm picking up on that thread
20 of that last e-mail. Do you see that?
21 A. Yes.
22 Q. And then we have an e-mail on the top of
23 this page, July 18 at 8:34 a.m. from
24 jeff@argamantech to Bernie, cc Cliff. "Bernie,

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1 sorry once again, I got the wrong Bernie. I
2 think I need some vacations to settle down my
3 head. Too much thinking lately. So sorry for
4 the confusion." -- misspelled as confussion --
5 "Thanks and best regards, Jeff."
6 Is this a legit e-mail or a fake?
7 A. Fake.
8 Q. No question in your mind?
9 A. No question in my mind.
10 Q. All right. Let's go to the next page,
11 56. Let me know when you had a chance to look
12 at this.
13 A. I've looked at it. I've never seen
14 this document before.
15 Q. Okay. And that's an e-mail dated July
16 23rd, 2019?
17 A. Correct.
18 Q. Do you have any knowledge whatsoever
19 about what this document was?
20 A. No.
21 Q. That's attached?
22 A. No.
23 Q. And the e-mail on the bottom is not your
24 e-mail. "This an important document"?

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1 A. No. This is not mine.
2 Q. And then if you look at the next page,
3 57. You see here where Bernie writes, "I
4 received this document from you but cannot open
5 it"?
6 A. I never received that e-mail.
7 Q. Never received that e-mail.
8 A. No.
9 Q. Okay.
10 A. That would have been a signal. What
11 document?
12 Q. What do you mean by that?
13 A. I would have seen something like this,
14 and he said, "I received this document from you
15 but cannot open it, please advise." Well, I
16 never saw this e-mail. And if I had seen the
17 e-mail, my response would have been, "What
18 document?"
19 Q. Okay. That's just based on the normal
20 way that you handle things?
21 A. That is correct.
22 Q. Okay. And then we have on July -- I'm
23 sorry, CL59.
24 A. Okay.

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1 Q. Now we're at Tuesday, July 23rd, 2019.
2 And this is -- the e-mail on the bottom is
3 heading with the subject line, "Was the transfer
4 made sent on July 23rd, 2009 from Jeff Gabby --
5 or jeff@arga -- yeah, argamantech"?
6 A. Mm-hmm.
7 Q. Do you recognize that e-mail?
8 A. No, I do not.
9 Q. Okay.
10 A. And I would not have written, "Was the
11 transfer made yet." That's not my English.
12 Q. Back to the Profile document. Would it
13 have been customary for you to copy Cliff on a
14 fax or communication regarding the instructions?
15 A. No.
16 Q. Prior instructions?
17 A. No, no, no. At this point, we felt
18 that everything had been done. And, you know,
19 maybe I was negligent in not sending him a cc.
20 Q. Okay. So on 59, you're certain that you
21 would not have sent the e-mail on the bottom or
22 received a reply by Cliff?
23 A. I would not -- this was not me.
24 Q. But you're not contesting that someone

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1 is using your e-mail address at this time and as
2 we've gone through this chronology; is that
3 fair?
4 A. That is correct, I think. In my
5 opinion, yes.
6 Q. I'm just trying to put myself in your
7 shoes at this time. And we've now gone through
8 a chronology beginning in January -- I'm sorry,
9 July 1, and now we're through July 23. Were you
10 routinely getting e-mails, legitimate e-mails,
11 and responding legitimately to e-mails during
12 this time on other matters?
13 A. Yes. But having nothing to do with my
14 personal -- nothing like this. In other words,
15 the -- whoever the hacker was -- was letting a
16 normal e-mail go through. He didn't stop
17 everything. He only stopped the ones he wanted
18 to stop, obviously.
19 Q. All right. Let's go to -- I only have a
20 few more, by the way.
21 A. That's all right. As long as it takes.
22 Q. The next page, 60.
23 A. Yes.
24 Q. Before we get to 59 -- before we get to

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1 60, if we can go back to 59 for a second.
2 A. Yes.
3 Q. And I didn't ask you about this, but it
4 looked -- here, you would you agree Cliff
5 replies to that e-mail from Jeff Gabbay, meaning
6 the e-mail address?
7 A. That's what -- yeah, that's what it
8 looks like, yeah.
9 Q. Okay. And here, would you agree that
10 based on the words he used in his e-mail that he
11 thought the wire had already been transferred?
12 A. Yes. That's apparent.
13 Q. Okay. Let's go to 60. This, for the
14 record, e-mail July 15 at 1:24 a.m. from
15 jeffgabbay@gmail.com copied to Bernie and Cliff,
16 it reads, "Hey Bernard, you will receive
17 instructions for transferring via fax this
18 morning with my signature as authorization" --
19 authorization misspelled -- "no files that can't
20 be opened. Thanks, Jeff. Sent from my iPhone."
21 Is this for real?
22 A. No. First thing is, I wouldn't have
23 called him Bernard. I would have called him
24 Bernie.

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1 Q. So if it's not real, does that mean the
2 hacker now has access to your Gmail account?
3 A. Yes.
4 Q. And how -- you investigated the Gmail
5 account and the origin of the hacking here?
6 A. The police did their research but they
7 couldn't -- they weren't really very helpful.
8 Q. Okay. And what makes you conclude in
9 your view that this was not the real you using
10 the Gmail account?
11 A. Because I wouldn't have called him
12 Bernard.
13 Q. Okay.
14 A. Okay? And the language is wrong.
15 Q. Mm-hmm.
16 A. I would have never written a sentence
17 "No files that can't be opened." That's not
18 me.
19 Q. And it says, "Sent from my iPhone,"
20 right?
21 A. Yeah. Well, you can type that on the
22 bottom of the e-mail. That's not a problem.
23 Q. Is that what you think happened here?
24 A. Oh, yeah. Yeah. He's been forging it

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1 all along.
2 Q. So now we have potentially this hacker
3 or hackers that have infiltrated the -- your
4 Argaman e-mail account, your Gmail account and
5 potentially Cliff's and Bernie's accounts. Do I
6 have that right?
7 A. Yes.
8 MR. POLIQUIN: I object to the
9 form of the question.
10 MR. HILL: Okay. I think we
11 have an answer.
12 BY MR. HILL:
13 Q. Okay. Let's go to 66.
14 A. Yes.
15 Q. And this is picking up that thread that
16 we've looked at earlier. And this is an e-mail
17 Saturday, July 27th at 1:46 a.m. from
18 jeffgabbay@gmail to Bernie and copied to Cliff,
19 right?
20 A. Yes.
21 Q. And then the responses is what, "Hong
22 Kong bank" --
23 A. Right.
24 Q. -- with three question marks?

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1 A. Right. Yeah.
2 **Q. Okay. And this is a response to an**
3 **e-mail that Bernie wrote, "I received your fax,**
4 **however, I'm confused by it. Upon your**
5 **instructions, I previously wired all of the**
6 **remaining settlement proceeds to your Hong Kong**
7 **bank. Hence, I have nothing to wire." Is your**
8 **response legit here, Jeff?**
9 A. Yes. Absolutely. Boy, do I remember
10 this, yes.
11 **Q. So you wrote "What Hong Kong bank,**
12 **question mark, iPhone"?**
13 A. That is right.
14 **Q. From your iPhone?**
15 A. Yes. That is -- I remember I was
16 sitting in the kitchen, it was the end of our
17 Shabbat, sabbath. Opened up my phone and I
18 looked at it and I actually broke out in a cold
19 sweat.
20 **Q. And he references the fax. If we could**
21 **go back to -- back to F-A-X. Bernie referenced**
22 **it. If we could go back to CL63 -- I'm sorry,**
23 **61.**
24 A. Yes.

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1 **Q. Is this -- what is this? Why don't you**
2 **tell me that.**
3 A. I'm looking at this.
4 **Q. And it's actually --**
5 A. These are -- this is actually a fax
6 that I sent to Bernie on July 26th.
7 **Q. Mm-hmm. Okay. And what is it?**
8 A. I'm looking at -- I'm looking at this,
9 "Dear, Bernard." I don't know. I mean, it's
10 my signature on the bottom. "I hereby
11 authorize you to disperse [sic] the funds
12 you're holding in the escrow from the Cupron
13 settlement" -- okay -- "as the instructions
14 below. You will note that there are two
15 transfers, both domestic. First one, a 15,000
16 payment of --
17 **Q. Can you just slow down? Jeff, you need**
18 **to slow down for the court reporter. Whenever**
19 **you --**
20 A. Okay. Sorry. Yes.
21 **Q. Whenever you read something.**
22 A. Oh, okay. So just, Stephanie, I'll
23 reread. July 26th, "Dear Bernard, I hereby
24 authorize you to disperse the funds you are

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1 holding in escrow from the Cupron settlement at
2 the instructions below. You will note that
3 there are two transfers, both domestic. The
4 first one at \$15,000 is for a repayment of a
5 loan for legal fees. The second transfer is
6 for the final settlement money.
7 Please make sure that the \$15,000 is
8 net to Mr. Edell and reduce the cost of the
9 transfer from the Cupron settlement money. I
10 am sending this to you via fax and not e-mail
11 to assure computer security. The signature
12 below will be recognized as my signature.
13 Please disperse the funds as follows" --
14 **Q. You don't have to read -- you don't have**
15 **to read the rest of it.**
16 A. Okay. So what I did was, I took a loan
17 from Simcha Edell to pay legal fees.
18 **Q. Mm-hmm.**
19 A. And so I wanted to pay back Simcha.
20 And the balance of it is the copy of the
21 account from Profile. And that is my
22 signature.
23 **Q. Where is the reference to Pro -- I see,**
24 **the Profile on the bottom, okay.**

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1 A. Yeah.
2 **Q. So these are, for lack of a better word,**
3 **a part of your instructions to Bernard as to the**
4 **disbursement of the remaining settlement**
5 **proceeds?**
6 A. Correct.
7 **Q. And I -- the next page is page 2 of the**
8 **fax. This time it's 15 -- actually, that might**
9 **be a copy.**
10 A. That's a copy.
11 **Q. Okay. And that's your signature on that**
12 **page with your address?**
13 A. Correct. That is my address, that is
14 my signature.
15 **Q. And I'm scrolling, page 62, it looks to**
16 **be a repeat.**
17 A. 63 is a repeat.
18 **Q. And 63 --**
19 A. 63 was a cc to Cliff.
20 **Q. CC. So you did cc Cliff on the**
21 **instructions for the wire?**
22 A. That is correct.
23 **Q. And these are your legitimate wire**
24 **instructions?**

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<p style="text-align: right;">Page 133</p> <p>1 A. Yes, they are.</p> <p>2 Q. And these are dated July 26th, 2019?</p> <p>3 A. That is correct.</p> <p>4 Q. And would you agree with me that you did 5 not send, you, the real Jeff Gabbay, did not 6 send wire instructions to Bernie prior to this 7 time?</p> <p>8 A. It would --</p> <p>9 Q. Now -- now that we've have been through 10 it?</p> <p>11 A. Yeah. It would appear so. But I don't 12 know. But it would appear so.</p> <p>13 Q. Okay. And by the way, you use the 14 salutation, Bernard. So from time to time, you 15 did use Bernard, right?</p> <p>16 A. When it was formal.</p> <p>17 Q. I see. And let's go back to "what Hong 18 Kong bank," No. 66. Okay?</p> <p>19 A. Yes.</p> <p>20 Q. Is this precisely when you learned that 21 something was amiss relating to your e-mail 22 account?</p> <p>23 A. Yes.</p> <p>24 Q. No time prior to this time on July 27th</p>	<p style="text-align: right;">Page 135</p> <p>1 A. I don't remember that I would have 2 known that. My problem, Karl, was that I was 3 hacked, but couldn't figure out what had 4 happened, because I never imagined that I would 5 be hacked. It never occurred to me that I was 6 being hacked. So I was kind of like all of a 7 sudden, you know, I opened up my e-mail, 8 \$426,000 has disappeared and I don't know what 9 happened.</p> <p>10 Q. Let me just make sure I have your 11 testimony correct on this. You don't contest 12 that you sent the e-mail where you wrote, "You 13 received a false e-mail from a hacker"?</p> <p>14 A. I don't know -- well, actually, it 15 shows up as 1:47 Eastern Daylight. That would 16 have been 8:47 at night. And 8:47 at night, 17 that was one minute after I sent the e-mail 18 that said, "What Hong Kong account?"</p> <p>19 Q. Exactly. So what am I missing here? 20 I'm sorry. I may be just not understanding 21 this. But you did, in fact, send this e-mail 22 that we're looking at on page 67?</p> <p>23 A. Yeah. I -- look, I'm not denying that 24 I sent it. I don't remember. I can say that</p>
<p style="text-align: right;">Page 134</p> <p>1 were you aware of that breach, if you will?</p> <p>2 A. That is correct.</p> <p>3 Q. And let's go to the next page, which is 4 67.</p> <p>5 A. Correct.</p> <p>6 Q. This is where you write on Saturday, the 7 same day, another response to the same e-mail 8 Bernie wrote at 6 -- or on July 27th, 2019, 9 right?</p> <p>10 A. Yes.</p> <p>11 Q. This is a real e-mail from you where you 12 wrote on July 27 at 1:47 p.m. "You received a 13 false e-mail from a hacker."</p> <p>14 A. Yes.</p> <p>15 Q. Right? And you used your cell phone on 16 that?</p> <p>17 A. I don't -- apparently I did. But I 18 wrote a note on this page saying that I never 19 got this. I don't recall it.</p> <p>20 Q. Wait a minute, wait a minute. You never 21 got what?</p> <p>22 A. No. It says, "You received a false 23 e-mail from a hacker."</p> <p>24 Q. Mm-hmm.</p>	<p style="text-align: right;">Page 136</p> <p>1 "What Hong Kong bank," definitely I sent. A 2 minute later, there's another e-mail that says, 3 "You received a false e-mail from a hacker."</p> <p>4 Q. And that's from your Gmail account, 5 right?</p> <p>6 A. And that doesn't make any sense. It 7 wouldn't be from my -- no. Look, it says -- it 8 says Gmail account, then it says "Sent from my 9 iPhone."</p> <p>10 Q. Mm-hmm.</p> <p>11 A. Well, it could be from my iPhone on my 12 Gmail. Yeah, it could be.</p> <p>13 Q. Well, what am I missing? Are you just 14 saying you --</p> <p>15 A. No, I --</p> <p>16 Q. -- didn't know --</p> <p>17 A. I just didn't know. You know, it's 18 sunk in, obviously. But I just -- I think it 19 sunk in but didn't believe it.</p> <p>20 Q. So what, if anything, did you do after 21 learning that the settlement proceeds were 22 confiscated by a bad actor?</p> <p>23 A. So the first thing we did the next 24 morning was we contacted Kakadu and we</p>

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1 contacted the Israel police.
 2 **Q. Contacted -- what was the second party?**
 3 A. The Israel police.
 4 **Q. I see. Okay.**
 5 A. Our police have a -- it's like the FBI.
 6 **Q. And when in relation to that last e-mail**
 7 **did you do that?**
 8 A. The next morning, Sunday morning.
 9 **Q. Sunday morning.**
 10 A. Yeah.
 11 **Q. Did you physically go down to the police**
 12 **station?**
 13 A. Oh, yeah. You have to go down
 14 physically.
 15 **Q. Okay. And did you fill out a report?**
 16 A. Yes.
 17 **Q. Do you still have a copy of that?**
 18 A. I don't know where it is. But I
 19 believe Cliff -- I sent a copy of it to Cliff
 20 and I think I sent a copy of it to Bernie as
 21 well.
 22 **Q. Okay. Well, I would ask that --**
 23 A. I -- I --
 24 **Q. I'll ask from your attorney that you try**

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1 to locate that and produce it.
 2 A. Okay. I believe Cliff has it, because---
 3 we did turn to an attorney in Hong Kong.
 4 **Q. Okay. And who was the victim identified**
 5 **on the police report, do you remember?**
 6 A. It would have been me.
 7 **Q. And did you -- again, I'm just testing**
 8 **your recall, but whatever you can remember on**
 9 **this, do you remember saying that it was your**
 10 **Argaman e-mail account that had been**
 11 **compromised, or what did you describe --**
 12 A. I told them -- I gave them everything
 13 because I didn't know what was compromised. So
 14 I gave to the police everything.
 15 **Q. And what do you mean by "everything"?**
 16 A. In other -- I gave them all the
 17 correspondence that I had. I gave them my
 18 e-mail address in Cupron, in Argaman, and my
 19 e-mail and Gmail address. I gave them a bank
 20 transfer information.
 21 **Q. Okay. So it sounds like you took a file**
 22 **with you down to the police station?**
 23 A. Well, it wasn't really very much of a
 24 file because it wasn't -- you know, it's a

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1 correspondence that you have. The police were
 2 not able to do anything.
 3 **Q. Okay. I was going to get there. But**
 4 **you did provide some documentation to the police**
 5 **in connection with the filing of the police**
 6 **report?**
 7 A. Correct.
 8 **Q. Okay. What about within Argaman itself,**
 9 **what did -- what happened there in connection**
 10 **with this?**
 11 A. The -- we notified Kakadu. But I don't
 12 -- no action was taken after that. I think
 13 they raised the level of our firewall
 14 subsequent to this, but what they did tell me
 15 was that once the hacker was in, he was in, and
 16 there was no way of knowing that he was in.
 17 **Q. Did any other e-mail account at Argaman**
 18 **have this similar or the same problem as yours**
 19 **with the hacking?**
 20 A. No, no. No.
 21 **Q. Did you ever ask -- did you ever ask**
 22 **anyone to investigate whether your Gmail account**
 23 **had been compromised?**
 24 A. No, I did not.

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1 **Q. Do you recall anything else, Jeff, as to**
 2 **what Argaman did in-house in connection with**
 3 **this event?**
 4 A. The only thing I can say, if I recall
 5 correctly but I'm not sure, I believe everybody
 6 was told to change their passwords. And the
 7 level of the wall was increased. But I
 8 don't -- and I'm pretty sure that that's what
 9 we did. But I can't --
 10 **Q. Nothing else -- I'm sorry.**
 11 A. But I can't -- nothing else, no.
 12 **Q. Nothing else comes to mind?**
 13 A. No. What did happen was when we went
 14 to the police, they kind of, like, you know,
 15 they've seen this lots of times before. And,
 16 you know, they said -- they told us what they
 17 thought, you know, that it was Chinese. And if
 18 I'm not mistaken, Cliff -- they maybe even
 19 identified the hacker, the person who stole the
 20 money.
 21 **Q. Who did?**
 22 A. The police in Hong Kong. But he's not
 23 in Hong Kong, he was in China.
 24 **Q. What else did you learn about this**

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1 individual?

2 A. I didn't learn anything about the
3 individual. What I learned about was the fact
4 that the Chinese government was very happy
5 about people who stole money from people in the
6 west, because it was just income to the
7 country. But -- you know, but that was an
8 attitude.

9 **Q. Okay. I'm going to share one more**
10 **document, hopefully, and that's it with you,**
11 **Mr. Gabbay.**

12 A. Whatever you want. Jeff, call me Jeff.
13 Whatever you want.

14 **Q. Okay.**

15 A. Hold on one second. We've been here so
16 long that I need to turn some lights on. It's
17 starting to get dark here.

18 **Q. All right. What I'm showing you here is**
19 **what I marked as Exhibit-2 to your deposition.**

20 (Whereupon, Exhibit-2 was
21 marked as of this date and is attached
22 hereto.)

23 BY MR. HILL:

24 **Q. And I confess, I looked you up on the**

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1 internet, you're a very impressive person, and I
2 came across this article called the "The-Man
3 Behind the Masks." Do you see that?

4 A. Yes, I do. I remember the article.

5 **Q. Do you?**

6 A. Yeah.

7 **Q. And in February of 2020, I guess right**
8 **when COVID was about to hit, right?**

9 A. Well, it was -- no, COVID had already
10 hit. What I do remember about the days, I get
11 chemotherapy once a month. I've had cancer
12 three times, so that was the day that I had my
13 chemo, which is never a good day.

14 **Q. All right. And have you seen a print**
15 **copy of this article before?**

16 A. No. I actually -- I don't think I even
17 read it.

18 **Q. Okay.**

19 A. I'll be honest with you, I don't read
20 this kind of stuff. You know, if somebody told
21 me about it, I didn't get the magazine. If the
22 magazine didn't land on my desk, I wouldn't
23 have bothered with it. There are a lot of
24 things written about me, so it doesn't -- you

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1 know, what they were -- what they were looking
2 at in the article, I don't know what the
3 article said.

4 But remember, at the very beginning of
5 this conversation, we discussed the issue of
6 the development of a self-sterilizing textile,
7 and my discussions with the FDA were to create
8 a new category of antimicrobial textiles.

9 Textiles is a big issue in the FDA in our
10 world. They're generally called antimicrobial,
11 which doesn't really very -- mean very much to
12 the scientific community.

13 The issue with a self-sterilizing
14 textile is that you're able to destroy bacteria
15 in less time than bleach. So any bacteria from
16 this virus that touches the fabric will be
17 destroyed. Now, if you're wearing a mask that
18 has that technology in it, then you cannot
19 breathe a virus through that mask.

20 **Q. Okay.**

21 A. Okay? So therefore, the FDA will allow
22 disease prevention claims specifically for a
23 mask that would be made from these fabrics.

24 **Q. Excellent. Let me -- I'm not going to**

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1 go into this article in detail, I just thought
2 it was interesting and I wanted to mark it. But
3 I do have one question --

4 A. Sure.

5 **Q. -- before I let you go.**

6 A. Make it a little -- I can't see it, but
7 make it bigger so I can see what you want --

8 **Q. Yeah. Let me find what I need.**

9 A. Okay.

10 **Q. Before I ask the question, I just want**
11 **to orient just for the record. It appears to be**
12 **an article written by a Gedalia Guttentag.**

13 A. Yeah, Gedalia Guttentag. Yes.

14 **Q. Okay. And dated February 26th, 2020,**
15 **that's probably the publishing date is my guess.**

16 A. That was a publishing date. But it was
17 -- the interview was less than a week before
18 then. I was surprised.

19 **Q. Okay. Excellent. So the interview**
20 **would have been in February then?**

21 A. Oh, yeah. Yeah, yeah. It would have
22 been the end of February. It would have been,
23 you know, February 18th, 19, something like
24 that.

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1 **Q. All right. And then we have -- the one**
 2 **question I have is right here in the middle, and**
 3 **I'm going to get the -- I'm going to get the**
 4 **pronunciation wrong, I apologize. "Unlikely as**
 5 **it sounds in grimy Talpiot --**
 6 A. Can you make it bigger, so I can see
 7 what they're doing? Just open it -- just make
 8 it a little larger, please. Okay.
 9 **Q. Okay there?**
 10 A. Right. That's fine. "Unlikely as it
 11 sounds in grimy Talpiot, Argaman has been the
 12 target of an industrial espionage, although
 13 Jeff won't say much. 'I see who comes to
 14 visit' is all he'll say. But as long as we
 15 produce our materials here, you can't reverse
 16 engineer them - the process is too complex."
 17 All right. So I'm going to tell you what that
 18 was referring to.
 19 **Q. Well, let me ask the questions.**
 20 A. Okay. Go ahead.
 21 **Q. Yeah.**
 22 A. Because you're going to be surprised
 23 when you hear the answer. Go ahead.
 24 **Q. All right. Maybe I shouldn't ask the**

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1 **question then.**
 2 A. Ask the question.
 3 **Q. Well, the industrial espionage, is it**
 4 **true that Argaman had been the target of that?**
 5 A. For a different project.
 6 **Q. It was a different project?**
 7 A. It was a different project.
 8 **Q. But didn't you tell me earlier today**
 9 **when we first met that people were constantly**
 10 **trying to understand and steal your technology?**
 11 A. People were fascinated by the
 12 technology. And we were especially --
 13 especially at that particular time, this
 14 country had an invasion of Chinese investors.
 15 We never allowed a Chinese investor to enter
 16 our company. But the espionage that was
 17 referred to here was for a different project
 18 and not -- not from a Chinese.
 19 **Q. Let's go down -- that prompted another**
 20 **question. Right here, "So who are the**
 21 **customers." And these are in quotations, "We**
 22 **sent 3 million to Hong Kong with whom I had a**
 23 **business relationship." And then you refer to**
 24 **the TAL Apparel Group, correct?**

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1 A. That is correct.
 2 **Q. And you've talked about them with me**
 3 **earlier today?**
 4 A. That is correct.
 5 **Q. Is that --**
 6 A. We didn't send -- we didn't send 3
 7 million masks, we sent them enough textile
 8 materials for 3 million masks.
 9 **Q. Okay. And how about the next quotation**
 10 **attributed to you, the TAL Apparel Group, based**
 11 **on -- whoop, excuse me.**
 12 A. The TAL Apparel Group -
 13 **Q. Group based --**
 14 A. -- based there --
 15 **Q. -- there --**
 16 A. -- is Hong Kong.
 17 **Q. Right. One of --**
 18 A. It's one of the world's --
 19 **Q. -- the world's biggest --**
 20 A. -- biggest global manufacturers. And
 21 they're invested in Argaman. That is correct.
 22 **Q. That's a true quote from you?**
 23 A. That is correct. And if I'm not
 24 mistaken, actually a lot of those fabrics went

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1 to an American customer called Cintas, but I
 2 don't know for sure.
 3 **Q. All right. And then the next quote**
 4 **attributed to you is, and I'll read it this**
 5 **time, "Singapore wants it too, and the Spanish**
 6 **Embassy was just in contact. We shipped some to**
 7 **Putin, and 2,000 to China's president Xi."**
 8 A. Xi, that's correct.
 9 **Q. That's a correct quotation?**
 10 A. Yeah. We received a request from the
 11 Russian embassy to -- they wanted masks
 12 specifically for Mr. Putin. Boy, was that a
 13 mistake. Should never have sent them. Anyway,
 14 so he's -- he wore the masks. And then we got
 15 a request to the Chinese Embassy to send 2,000
 16 masks to China for president Xi's cronies, I
 17 guess.
 18 **Q. But they weren't actually masks sent**
 19 **from Argaman --**
 20 A. Those were actually masks. Those were
 21 actually masks.
 22 **Q. -- that were manufactured in Israel?**
 23 A. Yeah. Yeah, yeah. We manufactured in
 24 Israel. And they paid full price for them.

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<p style="text-align: right;">Page 149</p> <p>1 Q. Okay. Well, listen, I appreciate your 2 time. I'm probably going to need about five 3 minutes just to make sure I didn't miss 4 something, and -- 5 A. No problem. 6 MR. HILL: -- if we could just 7 take a -- let's take a break until 8 noon, if you don't mind, my time. And 9 then I'll either be wrapped or I'll be 10 very close. Okay? 11 THE WITNESS: Okay. So I'll 12 you in 10 minutes. 13 MR. HILL: Okay. Thank you. 14 THE WITNESS: Thank you. 15 (Whereupon, a recess was 16 taken.) 17 MR. HILL: Now, the first 18 thing I want to do is I had referenced 19 and we looked at, through the shared 20 screen, a memo that Cliff Rieders did. 21 And Stephanie, you don't have 22 that but I'll send it to you. But I 23 think we should mark that as Gabbay 24 Exhibit No. 3. Okay?</p>	<p style="text-align: right;">Page 151</p> <p>1 about this number of e-mails a day" -- 2 A. No. 3 Q. -- or ever calculate that? 4 A. No, I never count -- I never cared. 5 Q. Would you get many, many e-mails on any 6 given date during the business? 7 A. No, no. Not really. I mean, I would 8 get a -- I don't know what a normal day would 9 be. 10 Q. Mm-hmm. 11 A. But remember, a lot of the time, you 12 know, I'm very responsive. So if I was in the 13 lab and I couldn't get to my desk, if it was 14 something that required my immediate attention, 15 then I would respond in my phone. But normally 16 during the day, you know, I try to have an 17 empty inbox as much as possible. 18 Q. Meaning, that you read them fairly 19 quickly and respond -- 20 A. And respond, correct. 21 Q. And at Argaman, what software did you 22 use for purposes of mail? 23 A. I don't know. I don't know enough -- 24 I don't know.</p>
<p style="text-align: right;">Page 150</p> <p>1 (Whereupon, Gabbay-3 was 2 marked as of this date and is attached---- 3 hereto.) 4 BY MR. HILL: 5 Q. And then, Jeff, I just have a few more 6 for you. Thank you. I just want to make sure 7 I'm clear on this. Is it fair to say that you 8 were using your e-mail account for business 9 purposes during June and July of 2019? 10 A. Yes. 11 Q. And did you, while using that -- using 12 that Argaman e-mail account, to your knowledge, 13 ever receive any alerts or warnings or notices 14 about any suspicious activity during the time 15 frame, June to July? 16 A. I did not receive any notifications or 17 indications at all. 18 Q. And how often would you look at your 19 e-mail, you know, heck, we use it all the time 20 all day here, but what about you back then? 21 A. Right, all day, every day, all the 22 time. 23 Q. And can you -- have you ever told 24 someone at a cocktail party, "I usually get</p>	<p style="text-align: right;">Page 152</p> <p>1 Q. You might remember you talked about your 2 calendar. Was it Microsoft or -- 3 A. Oh, it was -- it was a -- maybe it was 4 Microsoft Outlook. 5 Q. Is that what you think, sitting here 6 today? 7 A. Yeah, that's what I think. 8 Q. Okay. And -- 9 A. You know, I just know that I had a -- 10 you know, my -- the purpose I use a computer 11 for is e-mails and -- you know, and writing up 12 notes. But, you know, I don't need -- you 13 know, I don't need all these programs that they 14 have. And that's just -- I use correspondence. 15 Q. Do you remember, as we're sitting here 16 today, which version of the Microsoft software 17 Argaman was using? 18 A. You're asking me questions way out of 19 my league. 20 Q. I'll take that as a "no." 21 A. You know, ask me whether it's gram- 22 positive or gram-negative bacteria, I can 23 answer you, but you know. 24 Q. Now, we've painstakingly, I think, gone</p>

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1 through a litany of the chronology of these
2 e-mails. And I just want to make sure I'm right
3 on this. For those that you've told me today,
4 and we won't go through them again, that you
5 believe were fake e-mails and not you,
6 Mr. Gabbay, that you testified you did not
7 receive or never saw, did they ever appear into
8 your inbox --

9 A. No, I would have --

10 Q. -- to the best of your knowledge?

11 A. I would have told you if they did.

12 Q. Mm-hmm.

13 A. And believe me, I would remember them.
14 That question is completely rhetor -- of course
15 I would have told you if I'd seen them.

16 Q. Okay. So do you know an individual by
17 the name of Douglas Goldstein?

18 A. Yes. Douglas Goldstein is the guy who
19 was going to be our financial advisor, and he
20 is the head of Profile. That was the name I
21 couldn't remember.

22 Q. And did he become your point person,
23 financial advisor of Profile?

24 A. We never got the money to him. So the

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1 account was opened and ready to receive the
2 money. And then I notified them that the money
3 was, you know, stolen.

4 Q. And did you -- do you remember e-mailing
5 -- or how did you communicate with Mr. Goldstein
6 in connection with him potentially being your
7 financial advisor?

8 A. Telephone.

9 Q. Not by e-mail at all?

10 A. No. Because his office is just a six
11 -- a five- or six-minute walk from here. And
12 when I last corresponded with him, I asked him
13 please do not close the account.

14 Q. But I know --

15 A. But when I last -- when I last
16 corresponded with him, I asked him, "Please do
17 not close the account," because we were hopeful
18 to get the -- you know, to recover some of the
19 funds.

20 Q. But just so that I'm clear, you don't
21 remember ever e-mailing Mr. Goldstein in
22 connection with this potential relationship?

23 A. I probably -- I think no. I think we
24 did it by phone. I don't remember. I don't

Page 155

1 think I e-mailed him. I think we did it by
2 phone.

3 Q. And I know you mentioned that you're a
4 multi-time cancer survivor, and God bless you,
5 sir, for that. But I should ask you, are there
6 any meds that you're taking now that have
7 impaired, to your opinion, your ability to
8 recall past events?

9 A. Absolutely no. No, I take what's
10 called a somatostatin, which is an enzyme
11 inhibitor, which stops the possible progress of
12 cancer nodules that I still have, for which
13 there is not even a reaction. And I take that,
14 say, injection I get once a month. I'm
15 actually due to get it in about another hour
16 and a half. And, you know, the joke that I
17 always make here is, what do I have in common
18 with horses, and the answer is the needle.
19 Because it's a big injection and the nurse
20 comes to the house to give it to me. But I
21 don't have any reactions to it.

22 Q. Just checking my notes.

23 MR. HILL: That's all I have
24 for now, Mr. Gabbay. Thank you for

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1 your time. I think your lawyer will
2 explain the process from here if he
3 doesn't have any questions.

4 MR. POLIQUIN: I just have a
5 few follow-up questions. It hopefully
6 won't take too long.

7 ---

8 CROSS-EXAMINATION

9 ---

10 BY MR. POLIQUIN:

11 Q. Mr. Gabbay, in his capacity as your
12 attorney, did Mr. Conaway have general knowledge
13 regarding your business associates and your
14 businesses that you were affiliated with?

15 A. No. I don't think so. We haven't
16 really sat and discussed it.

17 Q. Now, Mr. Hill was talking to you about
18 some e-mails, and he asked you about a string of
19 e-mails. So if we could go to, I believe it's
20 page 35, I believe it is. Let's see. 35.

21 A. I got it. Okay.

22 Q. And some of these strings are a little
23 bit confusing, so that's why I think there was a
24 lot of questions on this. Let's see. I can get

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<p style="text-align: right;">Page 157</p> <p>1 there. Oh, well, it looks like under -- this is</p> <p>2 CL35. There's an e-mail that you -- I believe</p> <p>3 you confirmed that you sent that, said in</p> <p>4 anticipation of a question that will be asked,</p> <p>5 concerning the source of -- of, I believe --</p> <p>6 A. Yeah, that was a typo, yes. Mm-hmm.</p> <p>7 Q. "You'll need to present proof of</p> <p>8 origin"?</p> <p>9 A. Correct.</p> <p>10 Q. And Cliff responds, "Tax authorities</p> <p>11 won't care," apparently in direct response to</p> <p>12 that, it looks about five minutes later. Do you</p> <p>13 see that?</p> <p>14 A. Yes, I see it. But Cliff was referring</p> <p>15 to tax authorities in the United States.</p> <p>16 Q. I understand --</p> <p>17 A. I'm referring --</p> <p>18 Q. -- I'm not --</p> <p>19 A. -- to tax authorities in Israel.</p> <p>20 Q. Wait for my questions. All right?</p> <p>21 A. Okay. Sorry. Yeah.</p> <p>22 Q. Then we go to -- if you go to CL0040,</p> <p>23 which was -- I mean, Mr. Hill was questioning</p> <p>24 you on.</p>	<p style="text-align: right;">Page 159</p> <p>1 chain, too, but that's before those other</p> <p>2 e-mails regarding the origin of the funds.</p> <p>3 A. Yeah. But --</p> <p>4 Q. Doesn't this -- doesn't this response</p> <p>5 look more in line with talking about where these</p> <p>6 funds are -- you know, proving --</p> <p>7 A. Yes.</p> <p>8 Q. -- the origin of funds?</p> <p>9 A. It is, it is.</p> <p>10 MR. HILL: Objection.</p> <p>11 Objection to form.</p> <p>12 MR. POLIQUIN: That's fine.</p> <p>13 THE WITNESS: Yeah. Your --</p> <p>14 BY MR. POLIQUIN:</p> <p>15 Q. So -- I mean, could it make sense that</p> <p>16 you just responded to the wrong chain of e-mails</p> <p>17 and responding to these --</p> <p>18 MR. HILL: Same objection.</p> <p>19 Same objection.</p> <p>20 MR. POLIQUIN: That's fine,</p> <p>21 Mr. Hill.</p> <p>22 THE WITNESS: So my answer to</p> <p>23 that, is that the USA thinks we're all</p> <p>24 drug dealers could have been the</p>
<p style="text-align: right;">Page 158</p> <p>1 A. Yes.</p> <p>2 Q. It looks like you state -- and this is --</p> <p>3 the same day of those past two e-mails that we</p> <p>4 just saw where there's a little banter between</p> <p>5 you and Cliff regarding tax authorities and</p> <p>6 where's the source of the funds. And you -- in</p> <p>7 this e-mail you say, "U.S. thinks we're all drug</p> <p>8 dealers working for undeclared cash. We have to</p> <p>9 prove we're not." Does that e-mail look like it</p> <p>10 could have been actually a response to Cliff's</p> <p>11 e-mail regarding source of funds and your e-mail</p> <p>12 -- and the string where you talk about source of</p> <p>13 funds?</p> <p>14 A. It could have been --</p> <p>15 MR. HILL: Objection to form.</p> <p>16 Objection to form.</p> <p>17 BY MR. POLIQUIN:</p> <p>18 Q. That's fine. You can still answer.</p> <p>19 A. I can't -- all right. I can't respond</p> <p>20 to that. Because if you look at Bernie's it</p> <p>21 says, "As far as needing something else, I have</p> <p>22 the love of a good woman," I would have also</p> <p>23 responded to --</p> <p>24 Q. I understand that. That's part of the</p>	<p style="text-align: right;">Page 160</p> <p>1 response to Bernie, not to Cliff. It</p> <p>2 could have been to Bernie. In other</p> <p>3 words --</p> <p>4 BY MR. POLIQUIN:</p> <p>5 Q. When you say to Bernie, doesn't it --</p> <p>6 A. Take away the U.S. or Hong Kong, my</p> <p>7 e-mail could have been in response to, as far</p> <p>8 as, you know, needing something else.</p> <p>9 Q. Okay. Can it also have been the</p> <p>10 response regarding the -- talking about tax, you</p> <p>11 know, with origin of the funds --</p> <p>12 MR. HILL: Same objection.</p> <p>13 THE WITNESS: It could have</p> <p>14 been. Remember that we don't want any</p> <p>15 trouble with any tax authorities,</p> <p>16 whether they're in the United States or</p> <p>17 in Israel. And you don't want your</p> <p>18 money to get to the bank and the bank</p> <p>19 will not disburse the funds because</p> <p>20 you're missing documentation. And</p> <p>21 that, by the way, happens a lot.</p> <p>22 BY MR. POLIQUIN:</p> <p>23 Q. In this e-mail, you're saying USA thinks</p> <p>24 we're all drug dealers working with undeclared</p>

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March 16, 2023

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1 cash. We have to prove we are not.
2 A. That's correct.
3 Q. Wouldn't that make sense that you're
4 talking about the origin of the Cupron funds?
5 A. Yes --
6 MR. HILL: Objection.
7 THE WITNESS: -- we're talking
8 about the origin of the Cupron funds.
9 BY MR. POLIQUIN:
10 Q. Okay. Have ever -- the funds that were
11 sent by Mr. Conaway where actually it was
12 discussed that it was sent to a Argaman Trading
13 Company. Do you recall that?
14 A. I recall that afterwards, that's what
15 came to me, yes, in Hong Kong.
16 Q. And have you ever discussed with
17 Mr. Conaway being affiliated with a Argaman
18 Trading Company?
19 A. Absolutely not. Because I had no
20 association with them. I didn't know who they
21 were.
22 Q. And if Mr. Conaway had called you
23 regarding Argaman Trading Company, what would
24 you have told him your affiliation with that --

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1 A. No, I --
2 MR. HILL: Objection. -----
3 THE WITNESS: -- would have
4 told him --
5 MR. HILL: Objection.
6 BY MR. POLIQUIN:
7 Q. You can still answer it.
8 A. Okay. I would have said, "Who are
9 they? I don't know who they are."
10 Q. I believe you had testified that you
11 actually had talked to Bernie regarding the
12 transmission of these funds to you over the
13 phone around June 11th?
14 A. Correct. I don't know the exact time,
15 but there was one phone call, at least.
16 Q. Okay. If you could go to 267.
17 A. Yes. Oh, yes, I have it in front of
18 me.
19 Q. Okay. That's an e-mail from yourself to
20 Bernie regarding -- excuse me, hold on one
21 second. Let me get -- getting knocked off my
22 screen. And it says -- it's a July 2nd, 2019
23 e-mail at 8:16 a.m. --
24 A. Correct.

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1 Q. -- to yourself, where you copy your
2 wife, Shoshanna, and Cliff on it.
3 A. Correct.
4 Q. And you say, "Shoshanna and I sat with
5 our financial advisor. We have signed the
6 necessary forms and you will be receiving from
7 us in the next week or so. Instructions for the
8 transfer of funds to an account in the USA."
9 A. That's correct.
10 Q. Was that e-mail consistent with your
11 phone call to --
12 A. Yes.
13 Q. -- Mr. Conaway?
14 A. Oh, yes. Absolutely. Absolutely. And
15 by the way, that was when I said Shoshanna and
16 I sat with the financial advisor, that was
17 Douglas Goldman [sic].
18 MR. POLIQUIN: I don't have
19 any further questions. Thank you.
20 MR. HILL: Nothing further
21 from me.
22 MR. POLIQUIN: We would like
23 to read and sign.
24 THE COURT REPORTER: Mr. Hill,

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1 do you usually get a full-sized
2 transcript, a mini or both?
3 MR. HILL: I usually just get
4 the mini. PDF. No rush.
5 MR. POLIQUIN: The PDF,
6 electronically, please. Mini version's
7 fine. No rush.
8
9 (Whereupon, the deposition
10 testimony of JEFFREY GABBAY was
11 concluded at 12:21 p.m.)
12
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Gabbay vs
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Jeffrey Gabbay
March 16, 2023

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1
2 CERTIFICATION
3
4
5
6 I, Stephanie Weldon, Court Reporter and
7 Notary Public, do hereby certify that the
8 proceedings and evidence are contained fully
9 and accurately in the stenographic notes taken
10 by me on Thursday, March 16, 2023, and that the
11 foregoing testimony was taken in shorthand by
12 myself and reduced to typing under my direction
13 and control and that this is a correct
14 transcript of the same.
15 Stephanie Weldon
16
17 Stephanie Weldon
18 Notary Public
19 My Notary Expires
20 September 06, 2025
21
22 (The foregoing certification of this
23 transcript does not apply to any reproduction
24 of the same by any means, unless under the
direct control and/or supervision of the
certifying reporter.)

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1 ACKNOWLEDGMENT OF DEPONENT
2
3 I, [JEFFREY GABBAY], do hereby
4 certify that I have read the foregoing
5 pages, and that the same is a correct
6 transcription of the answers given by me
7 to the questions therein propounded,
8 except for the corrections or changes in
9 form or substance, if any, noted in the
10 attached errata sheet.
11
12 DATE
13 _____
14
15 Subscribed and sworn to before me,
16 My commission expires September 2025.
17
18
19 Stephanie Weldon
20 Notary Public
21
22
23
24

Page 166

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2 ERRATA
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4 PAGE LINE CHANGE
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<p>\$</p> <p>\$15,000 131:4,7</p> <p>\$2,000 34:18</p> <p>\$26,000 105:10</p> <p>\$4.7 25:5</p> <p>\$426,000 35:17 135:8</p> <p>\$444,000 36:10</p> <p>\$9 24:3</p>	<p>156 3:6</p> <p>18 115:6,17 118:8 119:3,13 120:11,22 121:23</p> <p>18th 115:13 144:23</p> <p>19 73:20 74:3 77:20,22 144:23</p> <p>1973 8:8 34:22</p> <p>1993 11:12</p> <p>1:12 96:13</p> <p>1:24 126:14</p> <p>1:46 128:17</p> <p>1:47 134:12 135:15</p> <p>1st 74:21,22 81:8 82:15 88:11 113:21</p>	<p>25 8:8 9:24 18:19 80:5</p> <p>25-hour 112:16</p> <p>252 114:22</p> <p>26 82:6,10 83:7,18 85:24 88:14 99:14, 15 100:15</p> <p>262 108:4</p> <p>267 162:16</p> <p>268 62:10 108:4 109:3 110:21 111:5</p> <p>26th 130:6,23 133:2 144:14</p> <p>27 86:10 89:10,13 105:15 134:12</p> <p>27th 128:17 133:24 134:8</p> <p>28 91:13</p> <p>2:02 101:12,18,23</p> <p>2nd 80:11,23 81:11 86:13,23 87:17 89:16 91:24 93:8 94:18 96:9 101:4 162:22</p>
<p>-E-L-L 91:12</p> <p>-H-A 91:10</p> <p>0</p>	<p>2</p> <p>2 54:11 83:17 96:12 103:8 132:7</p> <p>2,000 148:7,15</p> <p>20 77:19</p> <p>200 43:6</p> <p>2000 16:15 23:21</p> <p>2009 124:4</p> <p>2010 16:15,23 17:14,16,19,20</p> <p>2013 18:9,11 19:18 23:23</p> <p>2014 23:24 24:2,7</p> <p>2017 30:17</p> <p>2019 35:11 43:23 48:17,23 49:6 51:8, 18 52:3 54:11 64:5 66:3,17 68:14,17, 22 71:10 81:16 83:17 84:18 86:24 89:15 94:18 96:12 113:17 122:16 124:1 133:2 134:8 150:9 162:22</p> <p>2020 29:2 116:20 117:15 142:7 144:14</p> <p>2021 19:15,19 22:20 24:2 45:23 46:17 60:4 90:13</p> <p>2022 19:15 45:24</p> <p>21 19:16</p> <p>21:02 101:11,13</p> <p>22 80:2</p> <p>23 125:9</p> <p>23rd 122:16 124:1,4</p> <p>24 81:7 88:10,13,14</p> <p>24- 112:16</p>	<p>3</p> <p>3 54:14 55:15 63:14,22 66:3,9,11 72:20,21 146:22 147:6,8 149:24</p> <p>30 16:10</p> <p>31 92:6 93:5</p> <p>34 3:14</p> <p>35 156:20</p> <p>36 101:14</p> <p>3:16 84:22,23</p> <p>3:49 103:9</p> <p>3rd 64:5</p>
<p>1</p> <p>1 33:3 61:22 75:24 76:2,3,11 81:16 82:13 89:8,15 116:18,19 117:15 125:9</p> <p>1/5/20 76:10 116:14</p> <p>10 12:8,13 52:23 53:3 108:19 111:11 112:1 149:12</p> <p>10:09 91:24</p> <p>10:35 92:18</p> <p>11 66:17 70:16 72:23 73:4,16 74:4,18 75:6</p> <p>11th 68:14 75:8,11 162:13</p> <p>12:10 89:8,16</p> <p>12:22 94:19 96:9</p> <p>14 6:5</p> <p>141 3:15</p> <p>15 12:13 66:15 69:23 72:23 126:14 132:8</p> <p>15,000 130:15</p> <p>150 3:16</p>	<p>2 54:11 83:17 96:12 103:8 132:7</p> <p>2,000 148:7,15</p> <p>20 77:19</p> <p>200 43:6</p> <p>2000 16:15 23:21</p> <p>2009 124:4</p> <p>2010 16:15,23 17:14,16,19,20</p> <p>2013 18:9,11 19:18 23:23</p> <p>2014 23:24 24:2,7</p> <p>2017 30:17</p> <p>2019 35:11 43:23 48:17,23 49:6 51:8, 18 52:3 54:11 64:5 66:3,17 68:14,17, 22 71:10 81:16 83:17 84:18 86:24 89:15 94:18 96:12 113:17 122:16 124:1 133:2 134:8 150:9 162:22</p> <p>2020 29:2 116:20 117:15 142:7 144:14</p> <p>2021 19:15,19 22:20 24:2 45:23 46:17 60:4 90:13</p> <p>2022 19:15 45:24</p> <p>21 19:16</p> <p>21:02 101:11,13</p> <p>22 80:2</p> <p>23 125:9</p> <p>23rd 122:16 124:1,4</p> <p>24 81:7 88:10,13,14</p> <p>24- 112:16</p>	<p>3</p> <p>3 54:14 55:15 63:14,22 66:3,9,11 72:20,21 146:22 147:6,8 149:24</p> <p>30 16:10</p> <p>31 92:6 93:5</p> <p>34 3:14</p> <p>35 156:20</p> <p>36 101:14</p> <p>3:16 84:22,23</p> <p>3:49 103:9</p> <p>3rd 64:5</p>
<p>1</p> <p>1 33:3 61:22 75:24 76:2,3,11 81:16 82:13 89:8,15 116:18,19 117:15 125:9</p> <p>1/5/20 76:10 116:14</p> <p>10 12:8,13 52:23 53:3 108:19 111:11 112:1 149:12</p> <p>10:09 91:24</p> <p>10:35 92:18</p> <p>11 66:17 70:16 72:23 73:4,16 74:4,18 75:6</p> <p>11th 68:14 75:8,11 162:13</p> <p>12:10 89:8,16</p> <p>12:22 94:19 96:9</p> <p>14 6:5</p> <p>141 3:15</p> <p>15 12:13 66:15 69:23 72:23 126:14 132:8</p> <p>15,000 130:15</p> <p>150 3:16</p>	<p>2 54:11 83:17 96:12 103:8 132:7</p> <p>2,000 148:7,15</p> <p>20 77:19</p> <p>200 43:6</p> <p>2000 16:15 23:21</p> <p>2009 124:4</p> <p>2010 16:15,23 17:14,16,19,20</p> <p>2013 18:9,11 19:18 23:23</p> <p>2014 23:24 24:2,7</p> <p>2017 30:17</p> <p>2019 35:11 43:23 48:17,23 49:6 51:8, 18 52:3 54:11 64:5 66:3,17 68:14,17, 22 71:10 81:16 83:17 84:18 86:24 89:15 94:18 96:12 113:17 122:16 124:1 133:2 134:8 150:9 162:22</p> <p>2020 29:2 116:20 117:15 142:7 144:14</p> <p>2021 19:15,19 22:20 24:2 45:23 46:17 60:4 90:13</p> <p>2022 19:15 45:24</p> <p>21 19:16</p> <p>21:02 101:11,13</p> <p>22 80:2</p> <p>23 125:9</p> <p>23rd 122:16 124:1,4</p> <p>24 81:7 88:10,13,14</p> <p>24- 112:16</p>	<p>3</p> <p>3 54:14 55:15 63:14,22 66:3,9,11 72:20,21 146:22 147:6,8 149:24</p> <p>30 16:10</p> <p>31 92:6 93:5</p> <p>34 3:14</p> <p>35 156:20</p> <p>36 101:14</p> <p>3:16 84:22,23</p> <p>3:49 103:9</p> <p>3rd 64:5</p> <p>4</p> <p>4 3:5</p> <p>40 100:13 102:24 103:8</p> <p>400 35:14,16</p> <p>420 36:13</p> <p>426 36:24</p> <p>444 36:21 37:7</p> <p>4:16 84:22</p> <p>4:44 66:17</p> <p>4th 111:14</p>

EXHIBIT B



Subject: Gabbay v Cupron - Executed Documents/Funding

Date: Thursday, May 30, 2019 at 9:42:15 AM Eastern Daylight Time

From: Bernard Conaway <bgc@conaway-legal.com>

To: Steve Brauerman <SBrauerman@bayardlaw.com>, Jay Moore <tjaymoore3@gmail.com>

CC: Cliff Rieders <rieders@riederstravis.com>

Steve/Jay:

I have physical possession of the following documents, each notarized and bearing original signatures:

1. Stock Power and Assignment Separate from Certificate
2. Cupron Stock Certificate No. 2164

I also have possession of the *First Amendment to Confidential Settlement Agreement Including Mutual General Releases* bearing original signatures.

Per the *Confidential Settlement Agreement Including Mutual General Releases*, at paragraphs 3.1 and 3.2, Cupron is to fund the settlement of \$444,990.00. Thereafter the documents listed above will be delivered to Steve Brauerman. Settlement funds will be held in my escrow pending delivery to Steve. Once delivered, the settlement funds will be released.

I understand that Cupron will be wiring the money to my Firm's escrow account. Wire information is below:

Wire Instructions

Bank Name: WSFS
Routing Number: 031100102
Address of Bank: 500 Delaware Ave, Wilm., DE 19801
Creditor's Name: Conaway-Legal LLC
Creditor's Account No: 211173919

Please confirm when the wire is complete.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
www.conaway-legal.com

Confidentiality Note: This email is covered by the Electronic Communications Privacy Act,

Subject: Re: Gabbay v Cupron - Executed Documents/Funding
Date: Friday, May 31, 2019 at 5:54:53 AM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Steve Brauerman <SBrauerman@bayardlaw.com>

Steve:

Confirming receipt of Cupron's wire into my Firm's escrow account. All things considered, I'd like to hand deliver the documents to you. Are you available this afternoon and, if so, when?

Thank you.

Bernard G. Conaway, Esquire
Conaway-Legal LLC

Sent from a remote location.

From: Steve Brauerman <SBrauerman@bayardlaw.com>
Sent: Thursday, May 30, 2019 10:32:57 AM
To: Bernard Conaway; Jay Moore
Cc: Cliff Rieders
Subject: RE: Gabbay v Cupron - Executed Documents/Funding

Bernie,

I have received confirmation that the wire has been sent. Please let me know when you receive it.

Steve

Stephen B. Brauerman
Director
BAYARD, P.A.
+1 302-429-4232
sbrauerman@bayardlaw.com
[My Bio](#) | [V-Card](#) | [LinkedIn](#)

From: Bernard Conaway <bgc@conaway-legal.com>
Sent: Thursday, May 30, 2019 9:42 AM
To: Steve Brauerman <SBrauerman@bayardlaw.com>; Jay Moore <tjaymoore3@gmail.com>
Cc: Cliff Rieders <crieders@riederstravis.com>
Subject: Gabbay v Cupron - Executed Documents/Funding

Steve/Jay:

Subject: Gabbay v. Cupron - Instruction Requested
Date: Monday, June 3, 2019 at 11:28:30 PM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Jeff Gabbay <Jeff@argamantech.com>
CC: Cliff Rieders <rieders@riederstravis.com>
Attachments: Affidavit of Lost Stock Certificate.pdf, Affidavit of Uncertificated Stocks[3].docx

Jeff:

I am currently holding settlement funds paid by Cupron in my Firm's escrow account. I need instructions from you on how/where you want those funds delivered. I wish that this was the only issue remaining.

I did not have time today to discuss any of what follows with Cliff. I apologize to both of you for that.

Today Cupron pulled a new rabbit out of their @\$\$\$. They raised an issue relating to your pre-2015 shares (being 15,042 shares). They now request an affidavit that confirms that the stock certificate for those shares is lost, that the shares are not subject to liens or other claims, that you indemnify Cupron if someone makes a claim against those shares, and that the executed affidavit bear attestation. Cupron forwarded the affidavit for your signature. A copy is attached as a PDF. Setting aside the propriety of request, the affidavit itself is rife with factual mistakes, and incorrect presumptions requiring indemnification and attestation.

If some of this sounds familiar - it should. These issues were raised between you, Cliff and I. Initially, I sent an email to you explaining that the pre-2015 shares were uncertificated, i.e., a stock certificate was never issued. The email also outlined how those uncertificated shares could be transferred to Cupron. My expectation then was that Cupron would likely ask for indemnification for the uncertificated shares. At the time, I recommend that if liens/encumbrances/etc., were not issue/concern, then indemnification should not be a concern. After that email discourse, on May 13, I emailed Cupron to tell them that the pre-2015 shares were uncertificated. I specifically asked how they wanted to facilitate the transfer of those shares. They responded promptly telling me that the uncertificated shares could be transferred by way of a Stock Powers Agreement that they would forward. The answer surprised me. Nonetheless, based on Cupron's instruction, you were asked to execute the Stock Powers Agreement. Executing and delivering the Stock Powers Agreement and Stock Certificate 2164 (representing the 2015 shares) resulted in the physical and legal transfer of all of your shares to Cupron.

At this point, my view is that you satisfactorily fulfilled the stock transfer obligations imposed by the Settlement Agreement. End of story - sort of. I can only release settlement funds from escrow when Cupron concurs that I can do so.

Here is the dilemma. There are several options. None are perfect.

1. Tell Cupron to go to hell. While I would find a measure of joy doing this, the process remains in limbo.

Subject: Gabbay v Cupron - Final Invoice
Date: Thursday, June 6, 2019 at 4:49:57 PM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Jeffrey Gabbay <jeffgabbay@gmail.com>
CC: Cliff Rieders <rieders@riederstravis.com>
Attachments: (215) Invoice - Gabbay v. Cupron (6-6-2019).pdf

Jeff:

Attached is the Firm's final invoice for this matter. Of course, if you have questions about it, please bring them to me to discuss.

A few final notes. This litigation took too long and was too expensive. Much of that was due to Cupron's machinations.

Please know that I worked to lower every bill that I sent to you. I did that in several ways. First, every bill that I send is re-reviewed before the client gets it. That review is to re-evaluate time and billing. That process reduces time and therefore reduce the bill. Second, I never bill clients for piddling events – it's bad business and sours relationships. Third, long ago I decided that once a client retained me, I would not change my hourly rate. In two years working on this case, I never raised my hourly rate. Lastly, I refuse to allow an adversary's unreasonable, litigious conduct to drive my billing. To that end, I do not bill for every event and, as in your case, I stopped billing all together at the end of March.

I hope that you are satisfied with the service that I provided. If not, please let me know.

Finally, I would like your authority to withhold from the settlement proceeds, the amount due in the current invoice. Please confirm, on way or another, that I may do so. Also, I need instructions on where, when and how you would like the settlement funds transferred to you.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
www.conaway-legal.com

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CONAWAY-LEGAL LLC

BERNARD G. CONAWAY, ESQUIRE

ADMITTED IN DELAWARE

1007 NORTH ORANGE STREET, SUITE 400
WILMINGTON, DE 19801
(302) 428-9350
bgc@conaway-legal.com

June 6, 2019

BY EMAIL ONLY: jeffgabbay@gmail.com
Jeffrey Gabbay

~ FINAL INVOICE FOR PROFESSIONAL SERVICES ~
Books and Records Request - Cupron, Inc.
November 1, 2018 to June 6, 2019

Client/Matter Number 2017.7.1
Statement Number 215

Date	Description	Time	Amount
11/3/18	Review and revise Cupron's document list to note issues, objections and concerns about access and usage limitations. Forward to Cupron's Delaware counsel.	0.5	\$135.00
11/13/18	Teleconference with C Rieders and Cupron's Delaware counsel regarding lack of progress with settlement discussions. Follow-up call with C Rieders.	0.5	\$135.00
11/21/18	Teleconference with Cupron's Delaware counsel regarding document discovery.	0.3	\$135.00
12/2/18	Teleconference with Cupron's Delaware counsel confirming that a new 220 letter need not be filed to secure access to information up to 2018	0.3	\$135.00
12/5/18	Revise pretrial scheduling order to account for new trial date. Forward same to Cupron's counsel.	0.2	\$90.00
12/7/18	Draft letter to Court conveying revised pretrial scheduling order.	0.2	\$90.00
12/10/18	Teleconference with C Rieders regarding communication with Cupron's communication regarding 2018 information. access and document access.	0.3	\$135.00
12/11/18	Review Cupron's 2018 financials. Forward same to P Seitz requesting his views.	0.4	\$180.00
12/15/18	Review P Seitz's summary of the recently produced Cupron financials. Review multiple communication	0.2	\$90.00

CL-0005

from C Rieders and J Gabbay regarding same.

12/16/18	Teleconference with C Rieders regard trial prep and related fact issues.	0.3	\$135.00
12/26/18	Respond to inquiry from C Rieders about moving forward strategy.	0.2	\$90.00
12/28/18	Draft outline of potential options moving forward.	0.8	\$360.00
1/7/19	Teleconference with C Rieders regarding J Gabbay's access to Cupron documents as a means of expediting document production. Draft communication to Cupron's Delaware counsel conveying proposal. Review and respond to multiple communications regarding the same.	0.6	\$270.00
1/29/19	Review email from Cupron's counsel threatening Rule 11 sanctions. Telephone call with C Rieders regarding same.	0.3	\$135.00
1/29/19	Review J Cudzik deposition regarding portion designated Highly Confidential. Review J Gabbay's deposition for inquiry related to competition and instructions not to answer.	1.2	\$540.00
1/30/19	Begin draft of Settlement Agreement.	0.2	\$90.00
1/30/19	Review Judge's recent opinions regarding 220 actions. Review recent Supreme Court opinion striking enforceability of limitations on plaintiff's use of documentation recovered in 220 action.	0.7	\$315.00
2/4/19	Complete draft of Settlement Agreement.	0.5	\$225.00
2/5/19	Teleconference with S Brauerman regarding settlement offer and problems with offer to produce records. Review communication from C Rieders regarding questions for the upcoming annual shareholder's meeting.	0.5	\$225.00
2/5/19	Review Cupron's expert's deposition for concession on information requested by P. Seitz.	0.5	\$225.00
2/7/19	Teleconference with P Seitz.	0.2	\$90.00
2/11/19	Draft Joint Exhibit List. Begin draft of Pretrial Stipulation. Review multiple documents in preparation for draft of Pretrial Brief.	5.5	\$2,475.00
2/11/19	Review draft letter to other Cupron shareholders. Review Revised 2016 Convertible Bridge Financing Facility. Review 5th Amended Certificate of Incorporation for reference to preferred stock rights.	1.0	\$450.00
2/12/19	Review 2014, 2015, 2016 and 2017 Consolidated	2.7	\$1,215.00

	Financials. Review 2016 Confidential Memoranda relating to Debt Conversion Financing. Respond to Cupron's Delaware counsel regarding settlement and revised draft Settlement Agreement.		
2/12/19	Draft Pretrial Stipulation.	3.0	\$1,350.00
2/20/19	Draft communication to H Katz regarding potential tax issues relating to allocation of settlement consideration.	0.3	\$135.00
2/20/19	Teleconference with C Rieders regarding Cupron's proposed non-compete language. Teleconference with Cupron's counsel and COB regarding settlement proposal. Review H Katz's response to settlement allocation.	0.5	\$225.00
2/21/19	Respond to H Katz regarding tax quandary. Draft communication summarizing settlement conference with Cupron's Delaware counsel and TJ Moore.	0.4	\$180.00
2/22/19	Teleconference with P Seitz regarding tax issues, re-issuance of the 1099. Teleconference with C Rieders regarding same and trial issues.	0.3	\$135.00
2/22/19	Teleconference with Cupron COB and Delaware counsel regarding settlement issues.	0.7	\$315.00
2/22/19	Teleconference with Court and opposing counsel regarding trial date and other obligations.	0.2	\$90.00
2/24/19	Review Cupron's 2014-16 Consolidated Financials. Review IRC 409A and valuation of options. Draft email explaining to Cupron's counsel and COB why the 2015 option pricing is deficient under 409A.	1.5	\$675.00
2/25/19	Teleconference with P Seitz regarding option valuation, and documentary evidence already reflected in Cupron's records.	0.2	\$90.00
2/26/19	Draft communication to H Katz inquiring about proactive steps to address valuation with the IRS.	0.2	\$90.00
2/28/19	Teleconference with S Brauerman and TJ Moore regarding filing amended 1099.	0.3	\$135.00
2/28/19	Teleconference with C Rieders and H Katz regarding attempt to secure IRS account activity to verify that the 1099 was filed. Convey substance of teleconference with Cupron regarding the 1099.	0.3	\$135.00
3/1/19	Teleconference with C Rieders regarding problems securing the IRS account activity.	0.2	\$90.00
3/3/19	Teleconference with C Rieders regarding IRS SOL and likelihood that it has passed. Review 2015 Federal tax return for references to options and filing date.	0.3	\$135.00
3/4/19	Teleconference with C Rieders regarding IRS SOL and that, given the filing date, the FOL has not yet passed. Begin draft of Settlement Agreement.	0.5	\$225.00
3/5/19	Complete draft of Settlement Agreement. Forward	1.7	\$765.00

	same to C Rieders for comment. Forward same to Cupron along with comments explaining certain provisions.		
3/8/19	Respond to inquiry from L Getz, former IRS District Director, about settlement issues, SOL, Cupron valuation methodology, P Seitz' valuation ad observations.	0.4	\$180.00
3/11/19	Teleconference with C Rieders regarding tax issue and revisions to draft Settlement Agreement. Forward same to Cupron's counsel.	0.5	\$225.00
3/12/19	Review Cupron's draft of modified Settlement Agreement.	0.3	\$135.00
3/21/19	Draft communication to L Getz for input on valuation implications and complications, necessity for additional information from Cupron, or Cupron representations in the Settlement Agreement.	0.4	\$180.00
3/22/19	Teleconference with S Brauerman and T Jay Moore regarding settlement terms, addition of 3.10 language.	0.8	\$360.00
	Total Time	30.1	\$13,545.00

Timekeeper	Rate
Bernard G Conaway (BGC)	\$450.00

Expenses

File & Serve Xpress (Statutory Filing Fee – Q1 2019). See attached invoice.	\$6.00
File & Serve Xpress (Filing Fees – Mar 2019). See attached invoice.	\$23.50
File & Serve Xpress (Filing Fees – June 2019). See attached invoice.	\$21.00
Total Expenses	\$50.50

Total Time and Expenses	\$ 13,595.50
Less Escrow Balance Applied	\$896.95

Final Balance	\$12,698.55
Less 20% Discount	\$2,537.71

TOTAL DUE	\$10,160.84
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Retainer/Escrow Accounting

Beginning Balance: November 1, 2018	\$896.95
Ending Balance Due: June 6, 2019	\$0.00

Federal EIN: 81-5098811

International Wire

Swift Code: WSFCUS33
Routing Number: 031100102
Customer's Name: Conaway-Legal LLC
Customer's Account Number: 210982310

Enclosures (3)

cc: Clifford A. Rieders, Esquire (by email only rieders@riederstravis.com)

BGC/al

Conaway Legal LLC

Client ID: 6107737501
Invoice No: 201902107737501

File & ServeXpress™

Please detach this portion and return it with your payment made payable to:
File & ServeXpress
P.O. Box 679058
Dallas, TX 75267-9058

Please Send Correspondence to:
File & ServeXpress
Attn: Accounts Receivable
500 E. John Carpenter Fwy Suite 250
Irving, TX 75062

Conaway Legal LLC

Attn: Bernard Conaway
1007 N Orange St Ste 400
Wilmington, DE 19801

Amount Due (USD):

Invoice Date: 01-Mar-2019
Billing Period: 201902
Invoice No: 201902107737501
Customer ID: 6107737501
Terms: Payments by check due net 10 days from date of receipt

Invoice Summary

Transaction Subtotal:
Adjusted Subtotal:
Sales Tax:
Court Fees / Postage:
Fee for Paper Invoice:

Total Charges:

Thank you for using File & ServeXpress. If you have any comments or questions about your bill or the services we provide, please contact us at the number listed below. Questions regarding past invoices must be submitted within 60 days of receipt of the invoice.

Please Note:

An interest charge of 1.5% per month will accrue on unpaid amounts thirty (30) days after the invoice date. In addition to the above charge, Court Fees not paid within thirty (30) days after the invoice date will bear an administrative fee of up to twenty percent (20%) of the outstanding statutory Court Fees

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CL-00010

Conaway Legal LLC

Client ID: 6107737501

Invoice No: 201902107737501

File & ServeXpress™

Filing / Service Charges

Court DE Court of Chancery Civil Action

Case Number: 2017-0660-MTZ

Case Style: Jeffrey S. Gabbay v. Cupron Inc.

Transaction ID: 62933175

Billing Ref: 2017.7.1 - Gabbay (Scheduling Order)

Documents: Letter to the Honorable Vice Chancellor Morgan Zurn from Bernard G. Conaway Conveying Proposed Pre-Trial Scheduling Stipulated Order and Requesting that the Order be Signed
Proposed Pre-Trial Scheduling Order

Parties: Gabbay, Jeffrey S (Plaintiff)

Authorized By: Bernard G Conaway

Filed By: Bernard G Conaway

1 Page(s)

2 Page(s)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	2/5/2019 3:39:58PM	\$9.00	\$0.00	\$9.00
	Online Service	2/5/2019 3:39:58PM	\$12.00	\$0.00	\$12.00
	Statutory Filing Fee	2/5/2019 4:53:45PM	\$1.25	\$0.00	\$1.25
	Statutory Filing Fee	2/5/2019 4:53:45PM	\$1.25	\$0.00	\$1.25
	Total:		\$23.50	\$0.00	\$23.50

Summary for Case 2017-0660-MTZ

\$23.50 \$0.00 \$23.50

Filing / Service Charges

CL-00011

File & ServeXpress

CHARGES ON ACCOUNT: 01-1077375

File & ServeXpress
500 E. John Carpenter Freeway / Suite 250
Irving, TX 75062

Per Page Statutory Filing Fees Invoice

01-1077375
Conaway Legal LLC
1007 N Orange St Ste 400
Wilmington, DE 19801

Attn.: Bernard Conaway

This invoice is to bill for Per Page Statutory Filing Fee of every document filed from 1/1/2019 to 3/31/2019 according to the Rule 3(bb) at the rate \$2.00 for every page of the filed document
Please contact Monica Jones (302) 255-2300 for per page filing-related inquiries

Total Due:

Account: 01-1077375
Invoice Id: PQ119107737501

Payment term: NET 30
Invoice Date: April 13, 2019

e-Invoice Contact e-mail: bgc@conaway-legal.com

01-1077375

Court Name: DE Court of Chancery Civil Action

Case Number	Case Name	Filing Description	Number of Pages	Fee Amount
2017-0660-MTZ	Jeffrey S. Gabbay v. Cupron Inc.	2017.7.1 - Gabbay (Scheduling Order)	3page(s)	\$6.00
DE Court of Chancery Civil Action Total			3page(s)	\$6.00
Q1 2019 Per Page Fees Total			3page(s)	\$6.00

CL-00012

File & ServeXpress

Click to Print

Organization: **Conaway Legal LLC**User: **All Users**Court Name: **All Courts**

Case Name:

Case Number:

For: **June, 2019**

Printed on: 6/6/2019 15:08:48 GMT-0400 (Eastern Daylight Time)

Billing Information**All Fees**

Search Created:

6/6/2019 15:08:48 GMT-0400 (Eastern
Daylight Time)

**Italic Items are Credit Card
Transactions and they are not added to
your fee totals. Others are part of your
monthly billing.*

Transaction ID / Alert ID	▲Date	Product / Service	Total	Authorizer / Purchaser / Creator	Submitter	Billing Reference / Alert Name	Court	Case Number	Case Name
63332876	6/6/2019 3:08:16 PM ET	Court Cost Recovery Fee	\$0.00	Bernard G Conaway	Bernard G Conaway	2017.7.1 - Gabbay (Dismissal Order)	DE Court of Chancery Civil Action	2017-0660- MTZ	Jeffrey S. Gabbay v. Cupron Inc.
63332876	6/6/2019 3:08:16 PM ET	Filing	\$9.00	Bernard G Conaway	Bernard G Conaway	2017.7.1 - Gabbay (Dismissal Order)	DE Court of Chancery Civil Action	2017-0660- MTZ	Jeffrey S. Gabbay v. Cupron Inc.
63332876	6/6/2019 3:08:16 PM ET	Online Service	\$12.00	Bernard G Conaway	Bernard G Conaway	2017.7.1 - Gabbay (Dismissal Order)	DE Court of Chancery Civil Action	2017-0660- MTZ	Jeffrey S. Gabbay v. Cupron Inc.
63332876	6/6/2019 3:08:16 PM ET	Processing Fee	\$0.00	Bernard G Conaway	Bernard G Conaway	2017.7.1 - Gabbay (Dismissal Order)	DE Court of Chancery Civil Action	2017-0660- MTZ	Jeffrey S. Gabbay v. Cupron Inc.

Totals: \$21.00**4 transactions**

6/6/19, 3:10 PM

CL-00013

Subject: Re: Gabbay v Cupron - Final Invoice

Date: Friday, June 7, 2019 at 12:01:15 AM Eastern Daylight Time

From: Jeffrey Gabbay <jeffgabbay@gmail.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Cliff Rieders <crieders@riederstravis.com>

Hi Bernie,

For the record, I was COMPLETELY satisfied with your service. I found it a real pleasure working with you and Cliff. I found it a very intellectually stimulating event.

Yes, you have my authority to withhold from the settlement proceeds any funds due you. I would also like all outstanding invoices to be paid to Cliff. I don't think we owe anything to Paul but if we do I would like it also paid.

Please advise the net amount you will forward and I will give you instructions for its transfer.

Thanks,
Jeff

PS My guess is that we will be seeing these people again. At least now I have a war chest with which to defend ourselves!

On 6 Jun 2019, at 23:49, Bernard Conaway <bgc@conaway-legal.com> wrote:

Jeff:

Attached is the Firm's final invoice for this matter. Of course, if you have questions about it, please bring them to me to discuss.

A few final notes. This litigation took too long and was too expensive. Much of that was due to Cupron's machinations.

Please know that I worked to lower every bill that I sent to you. I did that in several ways. First, every bill that I send is re-reviewed before the client gets it. That review is to re-evaluate time and billing. That process reduces time and therefore reduce the bill. Second, I never bill clients for piddling events – it's bad business and sours relationships. Third, long ago I decided that once a client retained me, I would not change my hourly rate. In two years working on this case, I never raised my hourly rate. Lastly, I refuse to allow an adversary's unreasonable, litigious conduct to drive my billing. To that end, I do not bill for every event and, as in your case, I stopped billing all together at the end of March.

I hope that you are satisfied with the service that I provided. If not, please let me know.

Finally, I would like your authority to withhold from the settlement proceeds, the amount due in the current invoice. Please confirm, on way or another, that I may do so. Also, I need instructions on where, when and how you would like the settlement funds transferred to you.

Subject: Re: Gabbay enc. Invoice -060619-srb-car - 10191110
Date: Tuesday, June 11, 2019 at 4:34:11 PM Eastern Daylight Time
From: Jeffrey Gabbay <jeffgabbay@gmail.com>
To: Bernard Conaway <bgc@conaway-legal.com>
CC: Cliff Rieders <rieders@riederstravis.com>

Please pay Cliff's open invoice.

I will get back to you on dispersal if funds.

Thanks for everything. It's been a fun ride!
Jeff

Sent from my iPhone

On 11 Jun 2019, at 12:38, Bernard Conaway <bgc@conaway-legal.com> wrote:

Jeff:

After deducting fees/expenses due Cliff and I, the remaining balance is \$426,100.69. Please let me know how you want to receive this.

Secondarily, for my records I need your authorization to pay Cliff's bill from the settlement proceeds.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
www.conaway-legal.com

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Subject: Cupron
Date: Wednesday, June 19, 2019 at 12:49:17 PM Eastern Daylight Time
From: Melissa Barnum on behalf of Cliff Rieders <crieders@riederstravis.com>
To: Bernard Conaway <bgc@conaway-legal.com>
CC: Kim Paulhamus <kpaulhamus@riederstravis.com>
Attachments: editdata.mso

A PARTNERSHIP

Rieders, Travis, Humphrey, Waters & Dohrmann

ATTORNEYS
CLIFFORD A. RIEDERS*
REY C. DOHRMANN
DREY J. MOWREY
SHA B. COFFINER
AN P. GINGERICH
STOPHER S. BRADLEY

PA, NY & DC BARS
CERTIFIED IN CIVIL TRIAL
ADVOCACY, N.B.T.A.
PA & NY BARS

CLIFFORD A. TRAVIS
1944-2017

161 WEST THIRD STREET
WILLIAMSPORT, PA 17701

Email: lawoffices@riederstravis.com
www.riederstravis.com

PHONE: (570) 323-8711
FAX: (570) 323-4192

FIRM MANAGER
KIMBERLY A. PAULHAMUS

PARALEGALS
DEBBIE S. BUENO
BECKY BURROWS
LAURIE L. DEUEL
TRACEY L. HARVEY

OF COUNSEL
JOHN M. HUMPHREY
PAMELA L. SHIPMAN
C. SCOTT WATERS

June 19, 2019

Via e-mail;

Bernie Conaway

RE: Cupron

Dear Bernie:

I spoke to Jeff today who is traveling around the country (and tells me that he is going to Mars) like he was about 25 years old. Anyway, please let me know if there is anything we can do to help in connection with the distribution.

Very truly yours,

RIEDERS, TRAVIS, HUMPHREY,
WATERS & DOHRMANN

Cliff Rieders

Clifford A. Rieders, Esquire

CAR/srb

CL-00016

Subject: Re: Cupron

Date: Wednesday, June 19, 2019 at 3:02:03 PM Eastern Daylight Time

From: Bernard Conaway <bgc@conaway-legal.com>

To: Cliff Rieders <crieders@riederstravis.com>

CC: Kim Paulhamus <kpaulhamus@riederstravis.com>

Cliff:

Unless I missed it, Jeff hasn't given me instructions on how to transfer the settlement proceeds. Please let me know if I missed something.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
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From: Melissa Barnum <mbarnum@riederstravis.com> on behalf of Cliff Rieders <crieders@riederstravis.com>
Date: Wednesday, June 19, 2019 at 12:49 PM
To: Bernard G Conaway <bgc@conaway-legal.com>
Cc: Kim Paulhamus <kpaulhamus@riederstravis.com>
Subject: Cupron

Subject: RE: Cupron

Date: Wednesday, June 19, 2019 at 5:11:25 PM Eastern Daylight Time

From: Cliff Rieders <crieders@riederstravis.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Kim Paulhamus <kpaulhamus@riederstravis.com>

We talked and I think he is trying to decide the best way to handle
He has been in the US all week for business

I want to give Jeff a bit of boot; can you tell me what date you received it? I don't like to hold money for
clients for more than 10 days.

From: Bernard Conaway [mailto:bgc@conaway-legal.com]

Sent: Wednesday, June 19, 2019 3:02 PM

To: Cliff Rieders <crieders@riederstravis.com>

Cc: Kim Paulhamus <kpaulhamus@riederstravis.com>

Subject: Re: Cupron

Cliff:

Unless I missed it, Jeff hasn't given me instructions on how to transfer the settlement
proceeds. Please let me know if I missed something.

As always, thank you.

Bernard G. Conaway, Esquire

CONAWAY-LEGAL LLC

1007 North Orange Street, Suite 400

Wilmington, DE 19801

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www.conaway-legal.com

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Subject: Gabbay

Date: Tuesday, June 25, 2019 at 12:16:57 PM Eastern Daylight Time

From: Cliff Rieders <rieders@riederstravis.com>

To: Bernard Conaway <bgc@conaway-legal.com>

He told me that he is meeting with whomever he needs to meet with on Tuesday
He did ask about the "minor" shareholders which you recall was an offer that we did accept...I sent you the letter or e
mail showing that previously. I understand Jeff's moral dilemma in that regard notwithstanding that none of them
asked us to represent them.

Sent from my iPad

Subject: Gabbay v Cupron - Settlement Proceeds

Date: Monday, July 1, 2019 at 10:24:26 AM Eastern Daylight Time

From: Bernard Conaway <bgc@conaway-legal.com>

To: Jeff Gabbay <Jeff@argamantech.com>

CC: Cliff Rieders <crieders@riederstravis.com>

Jeff:

I hope all is well with you.

Please let me know at your earliest convenience what you would like me to do with the remaining settlement funds. Absent client instructions to do otherwise, by rule, I have 60 days to disburse the funds.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
www.conaway-legal.com

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Subject: Re: Gabbay v Cupron - Settlement Proceeds

Date: Monday, July 1, 2019 at 12:10:17 PM Eastern Daylight Time

From: Jeff Gabbay <Jeff@argamantech.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Cliff Rieders <crieders@riederstravis.com>

We are meeting with our financial advisor tomorrow more. Back to you then.
Jeff

Sent from my iPhone

On 1 Jul 2019, at 17:24, Bernard Conaway <bgc@conaway-legal.com> wrote:

Jeff:

I hope all is well with you.

Please let me know at your earliest convenience what you would like me to do with the remaining settlement funds. Absent client instructions to do otherwise, by rule, I have 60 days to disburse the funds.

As always, thank you.

Bernard G. Conaway, Esquire

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Subject: Funds in Escrow

Date: Tuesday, July 2, 2019 at 8:16:39 AM Eastern Daylight Time

From: Jeffrey Gabbay <jeffgabbay@gmail.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Cliff Rieders <clrieders@riederstravis.com>, Shoshana Gabbay <shoshanagabbay@gmail.com>

Hi Bernie,

Shoshana and I sat with our financial advisor. We have signed the necessary forms and you will be receiving from us in the next week or so (July 4th weekend is delaying things) instructions for the transfer of our funds to an account in the USA.

Other than the instructions for transfer is there anything else you need?

Regards,

Jeff

Subject: Re: Gabbay v Cupron - Settlement Proceeds
Date: Tuesday, July 2, 2019 at 9:49:21 AM Eastern Daylight Time
From: Jeff Gabbay <Jeff@argamantech.com>
To: Bernard Conaway <bgc@conaway-legal.com>
CC: Cliff Rieders <crieders@riederstravis.com>

Bernie,

After meeting with our financial advisor today, we agreed to wire transfer the remaining settlement funds to my affiliated company bank account in Hong Kong.

I will forward the appropriate banking details to you soon.

Jeff

From: Bernard Conaway <bgc@conaway-legal.com>
Sent: Monday, July 1, 2019 8:34:03 PM
To: Jeff Gabbay
Cc: Cliff Rieders
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
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Subject: Re: Gabbay v Cupron - Settlement Proceeds
Date: Tuesday, July 2, 2019 at 11:57:47 AM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Jeff Gabbay <Jeff@argamantech.com>

Jeff

Today I received three emails from you. The first telling me that you spoke to your financial advisor; the second was a response to my remark about my wife; and the third asking if I received an email from you about the banking details.

I did not receive specific directions about your bank.

As always, thank you.

Bernard G. Conaway, Esquire

Conaway-Legal LLC

1007 North Orange Street, Suite 400

Wilmington, DE 19801

(302) 428-9350

(302) 528-8687 (c)

(844) 364-0137 (f)

bgc@conaway-legal.com

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From: Jeff Gabbay <Jeff@argamantech.com>
Sent: Tuesday, July 2, 2019 10:09 AM
To: Bernard Conaway
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Bernie,

Please confirm the receipt of the e-mail I sent you, I have the banking details now.

Subject: Re: Gabbay v Cupron - Settlement Proceeds
Date: Tuesday, July 2, 2019 at 12:22:19 PM Eastern Daylight Time
From: Jeff Gabbay <Jeff@argamantech.com>
To: Bernard Conaway <bgc@conaway-legal.com>
Attachments: Jeff affiliated company banking details.pdf

As agreed with my Financial advisor, Please process the remaining settlement funds to my affiliated company account in Hong Kong.

Attached is the wire instruction and also let me know once the funds has been transferred so I can follow up from my end.

Jeff

From: Bernard Conaway <bgc@conaway-legal.com>
Sent: Tuesday, July 2, 2019 6:57 PM
To: Jeff Gabbay
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Jeff

Today I received three emails from you. The first telling me that you spoke to your financial advisor; the was a response to my remark about my wife; and the third asking if I received an email from you about the banking details.

I did not receive specific directions about your bank.

As always, thank you.
Bernard G. Conaway, Esquire
Conaway-Legal LLC
1007 North Orange Street, Suite 400
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Wiring Instructions

Swift Code	HSBCHKHHHKH
Beneficiary Bank Address:	HSBC BANK (HONG KONG) 142-144B Pau Chung St, Ma Tau Chung, Hong Kong

***For incoming wires payment for JEFF GABBAY:**

Beneficiary Name	HK BLISS TRADE LIMITED
Address	28 Queen's Road, Central, Hong Kong

Beneficiary Account Number 023753379838

Subject: Re: Gabbay v Cupron - Settlement Proceeds
Date: Wednesday, July 3, 2019 at 11:49:33 AM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Jeff Gabbay <Jeff@argamantech.com>

Jeff:

I am in Washington today. My bank requires that international wires be completed in person, at a local branch. My bank does not have a branch in DC. I return to Delaware early tomorrow morning, however, the bank is closed for the Independence Day holiday. I will transfer the funds on Friday morning. Once I have completed it on my end, I will confirm by email.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
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From: Jeff Gabbay <Jeff@argamantech.com>
Date: Wednesday, July 3, 2019 at 11:07 AM
To: Bernard G Conaway <bgc@conaway-legal.com>
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Just checking to see maybe the wire transfer for the settlement will go out today to my affiliated company bank account I sent you.

Subject: Proof

Date: Tuesday, July 2, 2019 at 1:12:08 PM Eastern Daylight Time

From: Jeff Gabbay <Jeff@argamantech.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Cliff Rieders <crieders@riederstravis.com>

Hi Bernie

In anticipation of a question that will be asked concerning the source of the Vupron funds we will need to present proof of the origin of the funds.

Can you please send me documentation that demonstrates the source of the funds i.e. Cupron's purchase or our sale.

Thanks

Jeff

Sent from my iPhone

Subject: Re: Proof

Date: Tuesday, July 2, 2019 at 1:17:50 PM Eastern Daylight Time

From: Cliff Rieders <crieders@riederstravis.com>

To: Jeff Gabbay <Jeff@argamantech.com>

CC: Bernard Conaway <bgc@conaway-legal.com>

Tax authorities won't care where Cupron got the funds from

Sent from my iPhone

> On Jul 2, 2019, at 1:12 PM, Jeff Gabbay <Jeff@argamantech.com> wrote:

>

> Hi Bernie

>

> In anticipation of a question that will be asked concerning the source of the Vupron funds we will need to present proof of the origin of the funds.

>

> Can you please send me documentation that demonstrates the source of the funds i.e. Cupron's purchase or our sale.

>

> Thanks

> Jeff

>

> Sent from my iPhone

Subject: Re: Funds in Escrow

Date: Tuesday, July 2, 2019 at 2:02:57 PM Eastern Daylight Time

From: Cliff Rieders <rieders@riederstravis.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Jeffrey Gabbay <jeffgabbay@gmail.com>, Shoshana Gabbay <shoshanagabbay@gmail.com>

US or Hong Kong?

Sent from my iPhone

On Jul 2, 2019, at 8:44 AM, Bernard Conaway <bgc@conaway-legal.com> wrote:

Jeff:

Thank you for the update.

As far as needing something else, I have the love of a good women so I want for nothing.

As always, take care.

Bernard G. Conaway
Conaway-Legal LLC

As always, thank you.
Bernard G. Conaway, Esquire
Conaway-Legal LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
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From: Jeffrey Gabbay <jeffgabbay@gmail.com>

Sent: Tuesday, July 2, 2019 8:16:39 AM

To: Bernard Conaway

Cc: Cliff Rieders; Shoshana Gabbay

Subject: Funds in Escrow

Subject: Re: Gabbay v Cupron - Settlement Proceeds
Date: Friday, July 5, 2019 at 3:25:41 PM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Jeff Gabbay <Jeff@argamantech.com>

Jeff

The wire was completed. I am waiting for the wire confirmation. When I received it, I'll forward it to you.

As always, thank you.
Bernard G. Conaway, Esquire
Conaway-Legal LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
www.conaway-legal.com

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From: Jeff Gabbay <Jeff@argamantech.com>
Sent: Friday, July 5, 2019 2:55:05 PM
To: Bernard Conaway
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Bernie,

HAPPY 4TH OF JULY TO YOU, Sorry it's coming late.

Just checking maybe you were able to complete the wire transfer today, Kindly drop me an e-mail as soon as you can.

Regards
Jeff

CL-00037

Subject: Re: Gabbay v Cupron - Settlement Proceeds
Date: Friday, July 5, 2019 at 4:31:17 PM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Jeff Gabbay <Jeff@argamantech.com>
Attachments: Wire Confirmation - J Gabbay.pdf

Jeff:

Attached as a PDF is the wire confirmation.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
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From: Jeff Gabbay <Jeff@argamantech.com>
Date: Friday, July 5, 2019 at 3:27 PM
To: Bernard G Conaway <bgc@conaway-legal.com>
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Noted with thanks

Jeff

07/05/2019

WSFS BANK
Wire Journal Report

12:43 PT

Page 1

DB ACCOUNT: 211173919
CREATE DATE/TIME: 07/05/2019 / 11:58:18
MSG TYPE: 1000
ORIG NAME: CONAWAY LEGAL LLC
ORIG ADDR: 1007 N ORANGE ST SUITE 400
OBI: FOR JEFF GABBAY
RFB: -
BNF ACCT: 023753379838
BNF NAME: HK BLISS TRADE LIMITED
BNF ADDR: 28 QUEEN'S ROAD
MSG Ref #: 20191860057800
STATUS: COMPLETED

\$ 426,100.69

TOTAL FOR	211173919	\$ 426,100.69
TOTAL DEBITS:		\$ 0.00
TOTAL CREDITS:		\$ 0.00
TOTAL REJECTED:		
NET AMOUNT:		-\$ 426,100.69

TOTAL FOR ALL ACCOUNTS:	\$ 426,100.69
TOTAL DEBITS:	\$ 0.00
TOTAL CREDITS:	\$ 0.00
TOTAL REJECTED:	
NET AMOUNT:	-\$ 426,100.69

Subject: Re: Funds in Escrow

Date: Tuesday, July 2, 2019 at 3:49:10 PM Eastern Daylight Time

From: Jeffrey Gabbay <jeffgabbay@gmail.com>

To: Cliff Rieders <crieders@riederstravis.com>

CC: Bernard Conaway <bgc@conaway-legal.com>, Shoshana Gabbay <shoshanagabbay@gmail.com>

USA thinks we are all drug dealers working with undeclared cash. We have to prove we are not!

On 2 Jul 2019, at 21:02, Cliff Rieders <crieders@riederstravis.com> wrote:

US or Hong Kong?

Sent from my iPhone

On Jul 2, 2019, at 8:44 AM, Bernard Conaway <bgc@conaway-legal.com> wrote:

Jeff:

Thank you for the update.

As far as needing something else, I have the love of a good women so I want for nothing.

As always, take care.

Bernard G. Conaway
Conaway-Legal LLC

As always, thank you.
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Subject: Re: Gabbay v Cupron - Settlement Proceeds
Date: Monday, July 8, 2019 at 8:47:49 AM Eastern Daylight Time
From: Jeff Gabbay <Jeff@argamantech.com>
To: Bernard Conaway <bgc@conaway-legal.com>

Good Morning Bernie,

How was your weekend, Just a head's up regarding the wire transfer you sent on Friday, I'm yet to receive the funds in my account in Hong Kong. I'm not sure why but I was told that the account is under audit at the moment, as a result of this any Incoming payment payment would be delayed or return to sender.

can you please check with your bank today and confirm maybe the funds has been return back to you, Kindly drop me an e-mail as soon as you can.

Thanks
Jeff

From: Bernard Conaway <bgc@conaway-legal.com>
Sent: Friday, July 5, 2019 10:25 PM
To: Jeff Gabbay
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Jeff

The wire was completed. I am waiting for the wire confirmation. When I received it, I'll forward it to you.

As always, thank you.
Bernard G. Conaway, Esquire
Conaway-Legal LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
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Subject: Re: Gabbay

Date: Wednesday, July 10, 2019 at 9:11:49 PM Eastern Daylight Time

From: Bernard Conaway <bgc@conaway-legal.com>

To: Cliff Rieders <crieders@icloud.com>

Cliff:

Sounds like a good relaxing ride. Always good for the soul.

I have heard from Jeff. I wired the settlement funds to him last Friday. On Monday he emailed me to say that he hadn't received it and, more problematic, his Hong Kong bank account was undergoing an audit of some sort. As a result of the audit, no transactions could be processed - including the wire. The funds were not returned to my account. Nor were they posted to his account. He's asked that my bank recall the wire. I spoke to the local branch manager. She told that a recall was not possible. As I told Jeff, I was not confident that she was well informed. I contacted the bank's legal department to confirm, or not, what the branch manager told me. I've traded 4-5 called and missed each other. I'll let you know how turns out. In the mean time, keep sailing.

Thanks as always.

Sent from a remote location.

From: Cliff Rieders <crieders@icloud.com>

Sent: Wednesday, July 10, 2019 6:54:58 AM

To: Bernard Conaway

Subject: Gabbay

How goes it? I had a terrific time sailing with some friends from Long Island, New Jersey and Delaware to Worton Creek Maryland. It was a nice but short break.
Have you heard anything from Gabbay?

Sent from my iPhone

Subject: Re: Gabbay v Cupron - Settlement Proceeds
Date: Monday, July 15, 2019 at 10:03:00 AM Eastern Daylight Time
From: Jeff Gabbay <Jeff@argamantech.com>
To: Bernard Conaway <bgc@conaway-legal.com>
Attachments: Jeff affiliated company banking details.pdf

Bernie,

Attached is the appropriate banking information, I would appreciate if you could please wire transfer the funds today before bank cut off time and also debit the bank charges from my funds.

Kindly drop me an e-mail once the transfer has been completed.

Thanks
Jeff

From: Bernard Conaway <bgc@conaway-legal.com>
Sent: Monday, July 15, 2019 4:24:18 PM
To: Jeff Gabbay
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Jeff:

The monies were returned to my escrow account - \$426,058.55. The amount returned is \$42.14 short of what was wired out. According to my bank the Hong Kong bank made a service deduction.

Let me know how you want to proceed.

If you have questions, by all means contact me.

Thank you.

Bernard G. Conaway, Esquire
Conaway-Legal LLC

Sent from a remote location.

From: Jeff Gabbay <Jeff@argamantech.com>
Sent: Thursday, July 11, 2019 9:13:45 AM
To: Bernard Conaway
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Bernie,

Wiring Instructions

Swift Code	BKCHHKHH
Beneficiary Bank Address:	BANK OF CHINA HONG KONG LTD 774 Nathan Road, Prince Edward, Hong Kong

*For incoming wires payment for JEFF GABBAY:

Beneficiary Name	KANGMING TRADE LIMITED
Address	28 Queen's Road, Central, Hong Kong

Beneficiary Account Number 01287820093306

Subject: Re: Gabbay v Cupron - Settlement Proceeds
Date: Tuesday, July 16, 2019 at 12:43:57 PM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Jeff Gabbay <Jeff@argamantech.com>

Jeff:

I completed the wire transaction a few moments ago - 12:40 local time. Shortly, I will receive the confirmation. When I receive it, I will forward it to you.

Let me know if you have questions or need other information.

Thank you.

Bernard G. Conaway, Esquire
Conaway-Legal LLC

Sent from a remote location.

From: Jeff Gabbay <Jeff@argamantech.com>
Sent: Tuesday, July 16, 2019 12:33:09 PM
To: Bernard Conaway
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Bernie,

Hope all is well,

Did you follow up with your bank today to confirm maybe you can process the wire transfer. Just checking

Thanks

Jeff

From: Bernard Conaway <bgc@conaway-legal.com>
Sent: Thursday, July 11, 2019 7:54 PM
To: Jeff Gabbay
Subject: Re: Gabbay v Cupron - Settlement Proceeds

Jeff:

I spoke to my bank's counsel. The recall was initiated. He tells me that the Hong Kong bank likely did not "receive/process" the funds until yesterday at the earliest. The recall can take up to two weeks. He

Subject: Fwd: WSFS Bank
Date: Tuesday, July 16, 2019 at 2:28:15 PM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Jeff Gabbay <Jeff@argamantech.com>
Attachments: Wire Summary.pdf

Jeff:

Attached is the wire confirmation.

As always, thank you.

Bernard G. Conaway, Esquire
Conaway-Legal LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
www.conaway-legal.com

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From: Reese, Aaliyah <ARese@wsfsbank.com>
Sent: Tuesday, July 16, 2019 2:13:45 PM
To: Bernard Conaway
Subject: WSFS Bank

Please see the attached Wire summary report.

Please let us know if you need anything else!

07/16/2019

WSFS BANK

11:10 PT

Wire Journal Report

Page 1

DB ACCOUNT:	211173919	\$ 426,058.55
CREATE DATE/TIME:	07/16/2019 / 09:35:10	
MSG TYPE:	1000	
ORIG NAME:	CONAWAY LEGAL LLC	
ORIG ADDR:	1007 N ORANGE ST SUITE 400	
OBI:	-	
RFB:	-	
BNF ACCT:	01287820093306	
BNF NAME:	KANGMING TRADE LIMITED	
BNF ADDR:	28 QUEEN'S ROAD	
MSG Ref #:	20191970045100	
STATUS:	COMPLETED	

TOTAL FOR	211173919	\$ 426,058.55
TOTAL DEBITS:		\$ 0.00
TOTAL CREDITS:		\$ 0.00
TOTAL REJECTED:		\$ 0.00
NET AMOUNT:		-\$ 426,058.55

TOTAL FOR ALL ACCOUNTS:	\$ 426,058.55
TOTAL DEBITS:	\$ 0.00
TOTAL CREDITS:	\$ 0.00
TOTAL REJECTED:	\$ 0.00
NET AMOUNT:	-\$ 426,058.55

Subject: Wire instructions
Date: Thursday, July 18, 2019 at 6:29:26 AM Eastern Daylight Time
From: Jeff Gabbay <Jeff@argamantech.com>
To: Bernard Conaway <bgc@conaway-legal.com>
CC: Cliff Rieders <cliffrieders@riederstravis.com>, Shoshana Gabbay <shoshanagabbay@gmail.com>
Attachments: Gabbay wire instructions 07092019 (1).docx

Hi Bernie,

We finally got the wire instructions for the account. Kindly transfer all of the money in the account to the attached account. Obviously the transfer charges should be reduced from what is being sent. Please confirm back to us the exact amount of the transfer.

Thanks and best regards,
Jeff

PROFILE

INVESTMENT SERVICES

Date: 1/5/20
To: **Jeff and Shoshana Gabbay**
From: Profile Investment Services

Subject: **NEW** Wiring funds or sending checks to your account in the U.S.

WIRING FUNDS*:

These are the directions to give your bank or brokerage firm in order to wire US dollars only into your trading account at Pershing, a Bank of New York Company. Please notify my office of the amount that you will be wiring to your account, so we can confirm its receipt.

Bank: THE BANK OF NEW YORK MELLON
ABA: 021000018
Address: 1 Wall Street, New York, NY
Account name: Pershing LLC
Account number: 890-051238-5
For further credit to account name: **Jeffrey S. Gabbay and Shoshana Gabbay**
For further credit to account #: **INR715237**

If your bank uses the SWIFT system they will need the following SWIFT code: **IRVTUS3N**

MAILING CHECKS*:

Or, if you would like, you may mail a check directly to Portfolio Resources. Make the check payable to the name on your account, "**Jeffrey S. Gabbay and Shoshana Gabbay.**" WE ARE UNABLE TO ACCEPT THIRD PARTY CHECKS, SO THE CHECK MUST BE MADE PAYABLE TO THE NAME ON YOUR ACCOUNT. CHECKS MUST BE U.S. DOLLAR CHECKS DRAWN OFF A U.S. BANK. Write your account number in the memo section of the check, or else write on the back "for deposit only in account **INR715237**"

Portfolio Resources Group, Inc.
Attn: Operations
800 Brickell Avenue, Suite 903
Miami, FL 33131

If you have any questions, please call my office, or you may have your banker call with inquiries about transferring the money by wire.

* These instructions are subject to change. Please call the Profile office to confirm the details before sending money.

Subject: Re: Wire instructions

Date: Thursday, July 18, 2019 at 7:15:51 AM Eastern Daylight Time

From: Bernard Conaway <bgc@conaway-legal.com>

To: Jeff Gabbay <Jeff@argamantech.com>

CC: Cliff Rieders <rieders@riederstravis.com>

Jeff:

Am confused. The settlement proceeds were wired on Tuesday as you directed.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
www.conaway-legal.com

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From: Jeff Gabbay <Jeff@argamantech.com>

Date: Thursday, July 18, 2019 at 6:29 AM

To: Bernard G Conaway <bgc@conaway-legal.com>

Cc: Cliff Rieders <rieders@riederstravis.com>, Shoshana Gabbay <shoshanagabbay@gmail.com>

Subject: Wire instructions

Hi Bernie,

We finally got the wire instructions for the account. Kindly transfer all of the money in the account to the

Subject: Re: Wire instructions

Date: Thursday, July 18, 2019 at 8:34:37 AM Eastern Daylight Time

From: Jeff Gabbay <Jeff@argamantech.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Cliff Rieders <crieders@riederstravis.com>

Bernie,

Sorry once again, I got the wrong Bernie, I think I need some vacations to settle down my head, too much thinking lately. So sorry for the confusion.

Thanks and best regards,
Jeff

From: Bernard Conaway <bgc@conaway-legal.com>

Sent: Thursday, July 18, 2019 2:15:51 PM

To: Jeff Gabbay

Cc: Cliff Rieders

Subject: Re: Wire instructions

Jeff:

Am confused. The settlement proceeds were wired on Tuesday as you directed.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
www.conaway-legal.com

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Subject: Please review this document
Date: Tuesday, July 23, 2019 at 9:40:11 AM Eastern Daylight Time
From: Jeff Gabbay <Jeff@argamantech.com>
To: Bernard Conaway <bgc@conaway-legal.com>



Jeff Gabbay sent you a document to review and sign.

REVIEW DOCUMENT

Bernie,

This is an Important document which I sent to you, Please review and sign in to access.

It's been secured.

Thanks
Jeff

Subject: Re: Please review this document
Date: Tuesday, July 23, 2019 at 5:56:38 PM Eastern Daylight Time
From: Bernard Conaway <bgc@conaway-legal.com>
To: Jeff Gabbay <Jeff@argamantech.com>

Jeff:

I received this document from you but cannot open it. Please advise.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
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From: Jeff Gabbay <Jeff@argamantech.com>
Date: Tuesday, July 23, 2019 at 9:40 AM
To: Bernard G Conaway <bgc@conaway-legal.com>
Subject: Please review this document

Subject: Was the transfer made yet?

Date: Tuesday, July 23, 2019 at 4:13:16 PM Eastern Daylight Time

From: Jeff Gabbay <Jeff@argamantech.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Cliff Rieders <crieders@riederstravis.com>

Subject: RE: Was the transfer made yet?

Date: Tuesday, July 23, 2019 at 5:23:58 PM Eastern Daylight Time

From: Cliff Rieders <crieders@riederstravis.com>

To: Jeff Gabbay <Jeff@argamantech.com>, Bernard Conaway <bgc@conaway-legal.com>

CC: Kim Paulhamus <kpaulhamus@riederstravis.com>

I thought it was done a while ago

From: Jeff Gabbay [mailto:Jeff@argamantech.com]

Sent: Tuesday, July 23, 2019 4:13 PM

To: Bernard Conaway <bgc@conaway-legal.com>

Cc: Cliff Rieders <crieders@riederstravis.com>

Subject: Was the transfer made yet?

Subject: Transfer

Date: Thursday, July 25, 2019 at 1:24:11 AM Eastern Daylight Time

From: Jeffrey Gabbay <jeffgabbay@gmail.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Cliff Rieders <crieders@riederstravis.com>

Hi Bernard,

You will receive instructions for transfer via fax this morning with my signature as authorisation.

No files that can't be opened.

Thanks,

Jeff

Sent from my iPhone

Fax: 001 844 364 0137

July 26, 2019

Dear Bernard,

I hereby authorize you to disperse the funds you are holding in escrow from the Cupron settlement as the instructions below. You will note there are two transfers, both domestic. The first one of \$15,000 is for a repayment of a loan for legal fees. The second transfer is for the final settlement money. Please make sure that the \$15,000 is net to Mr. Edell and reduce the cost of the transfer from the Cupron settlement money.

I am sending this to you via fax and not email to assure computer security. The signature below will be recognized as my signature.

Please disperse the funds as follows:

Please transfer \$15,000 to:

FOR DOMESTIC (USA) TRANSFERS:

Destination bank: Citibank N.A.

Bank Address: 111 Wall Street, New York, NY 10005, USA

Citibank ABA: 021000089

For Account: Charles Schwab & Co., Inc.

Account Number: 4055-3953

For Further Credit to: Simcha David Edell, account # 7187-4290

Please transfer the balance of the funds you are holding to:

Bank: The Bank of New York Mellon

ABA: 021000018

Address: 1 Wall Street, New York, NY

Account name: Pershing LLC

Account number: 890-051238-5

For further credit to account name: Jeffrey S. Gabbay and Shoshana Gabbay

For further credit to account #: INR715237

If you bank uses the SWIFT system they will need the following SWIFT code: IRVTUS3N

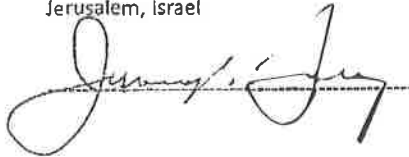
Best regards,

Jeff Gabbay

14 Jabotinsky Street

Apartment 21

Jerusalem, Israel



Fax: 001 844 364 0137

July 26, 2019

Dear Bernard,

I hereby authorize you to disperse the funds you are holding in escrow from the Cupron settlement as the instructions below. You will note there are two transfers, both domestic. The first one of \$15,000 is for a repayment of a loan for legal fees. The second transfer is for the final settlement money. Please make sure that the \$15,000 is net to Mr. Edell and reduce the cost of the transfer from the Cupron settlement money.

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Destination bank: Citibank N.A.

Bank Address: 111 Wall Street, New York, NY 10005, USA

Citibank ABA: 021000089

For Account: Charles Schwab & Co., Inc.

Account Number: 4055-3953

For Further Credit to: Simcha David Edell, account # 7187-4290

Please transfer the balance of the funds you are holding to:

Bank: The Bank of New York Mellon

ABA: 021000018

Address: 1 Wall Street, New York, NY

Account name: Pershing LLC

Account number: 890-051238-5

For further credit to account name: Jeffrey S. Gabbay and Shoshana Gabbay

For further credit to account #: INR715237

If you bank uses the SWIFT system they will need the following SWIFT code: IRVTUS3N

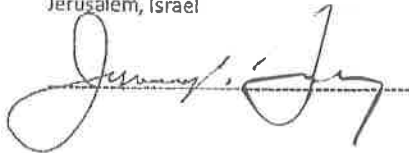
Best regards,

Jeff Gabbay

14 Jabotinsky Street

Apartment 21

Jerusalem, Israel



2019-07-26 16:44

Gabbay 025619019 >> SFAX01

P 1/1

B. CONWAY: FAX: 001 844 364 0137
001
CLIFF REIDERS: 570 323 4192

July 26, 2019

Dear Bernard,

I hereby authorize you to disperse the funds you are holding in escrow from the Cupron settlement as the instructions below. You will note there are two transfers, both domestic. The first one of \$15,000 is for a repayment of a loan for legal fees. The second transfer is for the final settlement money. Please make sure that the \$15,000 is net to Mr. Edell and reduce the cost of the transfer from the Cupron settlement money.

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Bank Address: 111 Wall Street, New York, NY 10005, USA

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For Account: Charles Schwab & Co., Inc.

Account Number: 4055-3953

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ABA: 021000018

Address: 1 Wall Street, New York, NY

Account name: Pershing LLC

Account number: 890-051238-5

For further credit to account name: Jeffrey S. Gabbay and Shoshana Gabbay

For further credit to account #: INR715237

If your bank uses the SWIFT system they will need the following SWIFT code: IRVTUS3N

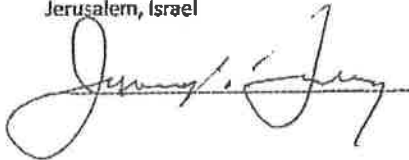
Best regards,

Jeff Gabbay

14 Jabotinsky Street

Apartment 21

Jerusalem, Israel



CL-00063

Subject: Transfers

Date: Friday, July 26, 2019 at 9:31:06 AM Eastern Daylight Time

From: Jeffrey Gabbay <jeffgabbay@gmail.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Cliff Rieders <rieders@riederstravis.com>

Hi Bernie,

For security reasons I am sending you the transfer details via fax and not email. Please acknowledge when you have received the fax with my signature.

Regards,

Jeff

Subject: Re: Transfers

Date: Saturday, July 27, 2019 at 11:28:25 AM Eastern Daylight Time

From: Bernard Conaway <bgc@conaway-legal.com>

To: Jeffrey Gabbay <jeffgabbay@gmail.com>

CC: Cliff Rieders <crieders@riederstravis.com>

Jeff:

I received your fax; however, I am confused by it. Upon your instructions, I previously wired all of the remaining settlement proceeds to your Hong Kong bank. Hence, I have nothing to wire. Please help me understand what you need me to do.

As always, thank you.

Bernard G. Conaway, Esquire
CONAWAY-LEGAL LLC
1007 North Orange Street, Suite 400
Wilmington, DE 19801
(302) 428-9350
(302) 528-8687 (c)
(844) 364-0137 (f)
bgc@conaway-legal.com
www.conaway-legal.com

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From: Jeffrey Gabbay <jeffgabbay@gmail.com>
Date: Friday, July 26, 2019 at 9:31 AM
To: Bernard G Conaway <bgc@conaway-legal.com>
Cc: Cliff Rieders <crieders@riederstravis.com>
Subject: Transfers

Hi Bernie,

For security reasons I am sending you the transfer details via fax and not email. Please acknowledge when

Subject: Re: Transfers

Date: Saturday, July 27, 2019 at 1:46:17 PM Eastern Daylight Time

From: Jeffrey Gabbay <jeffgabbay@gmail.com>

To: Bernard Conaway <bgc@conaway-legal.com>

CC: Cliff Rieders <crieders@riederstravis.com>

What Hong Kong bank???

Sent from my iPhone

On 27 Jul 2019, at 18:28, Bernard Conaway <bgc@conaway-legal.com> wrote:

Jeff:

I received your fax; however, I am confused by it. Upon your instructions, I previously wired all of the remaining settlement proceeds to your Hong Kong bank. Hence, I have nothing to wire. Please help me understand what you need me to do.

As always, thank you.

Bernard G. Conaway, Esquire

CONAWAY-LEGAL LLC

1007 North Orange Street, Suite 400

Wilmington, DE 19801

(302) 428-9350

(302) 528-8687 (c)

(844) 364-0137 (f)

bgc@conaway-legal.com

www.conaway-legal.com

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From: Jeffrey Gabbay <jeffgabbay@gmail.com>

Date: Friday, July 26, 2019 at 9:31 AM

To: Bernard G Conaway <bgc@conaway-legal.com>

Subject: Re: Bank transfer

Date: Saturday, July 22, 2017 at 2:12:01 PM Eastern Daylight Time

From: Jeffrey Gabbay

To: Bernard Conaway

CC: Cliff Rieders

Just thought of something: The bank called me late in the day on Thursday to say they were sending the money. If it didn't go out before 4PM on Thursday our time then you won't see the money in your bank until Monday morning. No transfers of foreign currency are made on Fridays or Sundays. It's bad enough they treat me like a drug dealer in sending money out of the country but the real robbers here are the banks who hold money and use it. I'll call the bank in the morning.

jsg

On 21 Jul 2017, at 18:24, Bernard Conaway <bgc@conaway-legal.com> wrote:

Jeff:

I checked my account again this morning. Your wire was not received. If you have confirming wire information forward it to me and I'll have my bank investigate on this end.

You should do the same on your end.

As always, thank you.

Please note new address and contact information.

Bernard G. Conaway, Esquire

CONAWAY-LEGAL LLC

1007 North Orange Street, Suite 400

Wilmington, DE 19801

(302) 428-9350

(302) 528-8687 (c)

(844) 364-0137 (f)

bgc@conaway-legal.com

www.conaway-legal.com (under construction)

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EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF DELAWARE**

JEFFREY GABBAY,)	
)	
Plaintiff,)	
)	C.A. No.1:20-cv-00743-LPS
v.)	
)	
BERNARD G. CONAWAY,)	
ESQUIRE, and CONAWAY-LEGAL)	JURY TRIAL DEMANDED
LLC)	
)	
Defendants.)	

**PLAINTIFF'S RESPONSES TO DEFENDANT'S
FIRST REQUEST FOR ADMISSIONS**

1. For the time period June 1, 2019, to August 1, 2019, admit or deny that You did not communicate to the Defendants that the jeff@argamantech.com email was hacked.

Response: Admitted.

2. For the time period June 1, 2019, to August 1, 2019, admit or deny that You did not communicate to Clifford A. Rieders that the jeff@argamantech.com email was hacked.

Response: Admitted.

3. For the time period June 1, 2019, to August 1, 2019, admit or deny that You were the Chief Executive Officer to Argaman.

Response: Denied.

THE POLIQUIN FIRM, LLC.

/s/ Ronald G. Poliquin

Ronald G. Poliquin, Esquire

I.D. No. 4447

1475 S. Governors Ave.

Dover, DE 19904

(302) 702-5501

Attorney for Jeffrey Gabbay

May 14, 2024

EXHIBIT D

THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF DELAWARE

C.A. NO.: 1:20-cv-00743-VAC-MPT

JEFFREY GABBAY

Plaintiff

vs.

BERNARD G. CONAWAY,
ESQUIRE, and CONAWAY
LEGAL, LLC

Defendants

A videoconference deposition of
BERNARD G. CONAWAY, ESQUIRE, was taken
remotely via ZOOM VIDEOCONFERENCING, with
the Witness appearing from Wilmington,
Delaware, pursuant to notice before Christy
A. Traina, Court Reporter and Notary Public
in and for the State of Delaware, on Friday,
August 5, 2022, beginning at approximately
10:00 a.m.:

* * *

VERITEXT LEGAL SOLUTIONS

300 Delaware Avenue - Suite 815

Wilmington, Delaware 19801

302.571.0510

1 APPEARANCES:

2 THE POLIQUIN FIRM, L.L.C.

BY: RONALD G. POLIQUIN, ESQUIRE

3 155 S. Bradford Street, Suite 203

Dover, Delaware 19904

4 302.702.5501

ronpoliquin@gmail.com

5 Representing the Plaintiff

6
7 MARGOLIS EDELSTEIN

BY: LOREN R. BARRON, ESQUIRE

8 300 Delaware Avenue - Suite 800

Wilmington, Delaware 19801

9 302.888.1112

lbarron@margolisedelstein.com

10 Representing the Defendants

11
12
13
14
15
16
17
18
19
20
21
22
23
24 (All parties appearing remotely via Zoom.)

I N D E X

Testimony of: BERNARD G. CONAWAY, ESQUIRE

By Mr. Poliquin 4

By Ms. Barron 145

E X H I B I T S

EXHIBIT NO.	DESCRIPTION	PAGE
	* None	

I N S T R U C T I O N S

INSTRUCTION NOT TO ANSWER:

Page	Line
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1 P R O C E E D I N G S:

2 THE COURT REPORTER: The
3 attorneys participating in this deposition
4 acknowledge that I am not physically present
5 in the deposition room, and that I will be
6 reporting this deposition remotely.

7 They further acknowledge that, in
8 lieu of an oath administered in person, I
9 will administer the oath remotely.

10 If any party has an objection to
11 this manner of reporting, please state so
12 now.

13 Hearing none, we can proceed.

14 - - -

15 BERNARD G. CONAWAY, ESQUIRE, after
16 having been first duly sworn, was
17 examined and testified as follows:

18 - - -

19 EXAMINATION

20 - - -

21 BY MR. POLIQUIN:

22 Q. Mr. Conaway, Ron Poliquin. I know
23 we know each other. And I know you're an
24 attorney, so I'm not going to go through all

1 the instructions that normally go with a
2 deposition. I'm just going to ask you a few
3 questions.

4 What did you do to prepare for the
5 deposition?

6 A. Spoke with counsel, reviewed some
7 emails, reviewed a timeline. That's really
8 it.

9 Q. Now, most of the documents I'm
10 going to go through today are documents that
11 you produced, because they were the clearest
12 form. When I do my screen share, they'll be
13 based on those documents.

14 How did you come about being
15 counsel for Jeff Gabbay?

16 A. I was contacted in, I'm going to
17 say, July of 2017 by Cliff Rieders. I don't
18 know how Cliff Rieders got my name. I know
19 somebody in the Delaware Bar referred him to
20 me, but as I sit here, I can't remember who
21 that was. At that point, from July of 2017
22 until the matter settled, I worked for Mr.
23 Gabbay.

24 Q. And you're a licensed attorney in

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1 the State of Delaware?

2 A. I am.

3 Q. And how long have you been
4 licensed in the State of Delaware?

5 A. I was admitted in 1990. So what's
6 that? Thirty-two years or thereabouts.

7 Q. And what does your practice
8 primarily consist of?

9 A. Mostly Chancery Court matters,
10 bankruptcy matters, and ADR. I do some
11 commercial work in Superior Court and
12 District Court, but it's a very small
13 percent of what I do.

14 Q. And has that been consistent
15 throughout your career?

16 A. In general, yes. The percentages
17 of what I'm doing, no. There was a time
18 where I was doing a lot more litigation.
19 I've been trying to do more ADR work. But,
20 in general, the topic areas have been
21 consistent. And just to be clear, that's
22 while I was in private practice. When I was
23 with the court, it was all civil litigation
24 in the Superior Court.

1 Q. At the time of 2019, what was your
2 experience, and I apologize, I'm not trying
3 -- this might be a little awkward wording --
4 as far as handling client funds and the
5 transferring of client funds, how much --
6 you know, sometimes we do contingency work
7 and sometimes we have retainer funds. What
8 was the percentages in your practice, if you
9 understand what I'm saying?

10 A. I think I understand. The bulk of
11 my practice was hourly rate work. I
12 maintained retainers occasionally. Most --
13 I shouldn't say "most." Many clients are
14 repeat client. I don't necessarily need a
15 retainer. I don't -- I mean, it's a rare
16 case that I take on a contingent fee. It's
17 a commercial case usually if I do. I'm not
18 sure I've answered your question, but...

19 Q. Yes, I think that answers it.
20 Who handles the finances at your
21 office?

22 A. When you say, "who handles," can
23 you be more clearer, please?

24 Q. Who's writing the checks, who's

1 signing the checks, who's making decisions
2 regarding funds, I'm going to say regarding
3 the trust account?

4 A. That would be me.

5 Q. What was the scope of your
6 services with Mr. Gabbay?

7 A. He retained me to pursue claims
8 against Cupron. At the time, Mr. Gabbay was
9 one of the more substantial shareholders of
10 that company. He had received -- he had
11 owned the company at some point. So had a
12 very good knowledge of how the company
13 operated, what its finances should look
14 like, things of that nature. Over a period
15 of time, he was receiving financials, and
16 they just weren't making sense to him.

17 At some point prior to my
18 involvement, he had some options that he was
19 able to exercise with Cupron. And Cupron
20 valued those options at a number that just
21 seemed off the charts. So between that
22 valuation and between the other financial
23 information that Mr. Gabbay was receiving,
24 he decided he needed to look into the

1 company's finances.

2 To that end, I was retained to
3 pursue what's called a 220 action under
4 Delaware Corporate Law. Essentially what
5 you do is you ask for the books and records
6 of the company so that you can evaluate, you
7 know, any number of things. In this
8 instance, it was the financial valuations
9 and the financial performance of the
10 company.

11 Q. How did you get paid by Mr.
12 Gabbay?

13 A. Hourly.

14 Q. And how exactly would that work?
15 Did he pay an ongoing retainer, or did you
16 just send him bills and he paid them?

17 A. I don't remember if I requested a
18 retainer up front or not.

19 Give me one second. I'm sorry.

20 Q. Excuse me for a second. Let me
21 turn down my air conditioning.

22 Thank you.

23 So you don't recall whether or not
24 you requested an initial retainer?

1 A. I do not.

2 Q. When did you first talk to Mr.
3 Gabbay about representing him?

4 A. I'm going to say it was in July of
5 2017. It could, however, have been August.
6 My initial contacts with this matter were
7 with Cliff Rieders. And candidly, I don't
8 remember when it was I talked -- first
9 talked to Mr. Gabbay.

10 Q. You said your initial contact with
11 Rieders was with Cliff Rieders. And Rieders
12 was Mr. Gabbay's attorney?

13 A. That's my understanding. And
14 personal friends. They've been friends
15 forever.

16 Q. Okay. And did your communications
17 throughout this litigation also include
18 Cliff Rieders in most communications with
19 Mr. Gabbay?

20 A. I think that's a fair statement,
21 yeah.

22 Q. So did you talk to Cliff Rieders
23 more often about the litigation or Mr.
24 Gabbay?

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1 A. Absolutely much more often to
2 Cliff Rieders than Mr. Gabbay. In terms of
3 actually speaking with the client, I might
4 have spoken to Mr. Gabbay eight, ten times
5 over the course of two years, three years.

6 Q. Would that be reflected in your
7 invoices?

8 A. I don't know the answer to that
9 question. I assume it would be, but I don't
10 know that.

11 Q. Okay. So there's some phone calls
12 which you might make with the client and not
13 actually bill for; is that fair to say?

14 A. I'm sorry. I didn't hear you.

15 Q. They need a little cough button
16 like they have in TV studios, I think.

17 Would it be fair to say that
18 there's sometimes when you talk to a client
19 -- there are times when you talk to a client
20 and you don't actually bill for it or make a
21 note of it?

22 MS. BARRON: Objection as to form.

23 THE WITNESS: I would say as a
24 matter of practice, yes. Whether I did here

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1 or not, I couldn't specifically tell you,
2 Ron. I don't bill for every time I sneeze.

3 BY MR. POLIQUIN:

4 Q. Understood.

5 And when you say, "sneeze," you
6 mean maybe talk to or have any kind of
7 interaction with the case?

8 A. Yeah, I just don't think it's good
9 conduct to nickel and dime clients.

10 Q. Prior to this case, did you have
11 any experience with Cliff Rieders?

12 A. No.

13 Q. Prior to this case, did you have
14 any experience with Mr. Gabbay?

15 A. No.

16 Q. And how often did you speak to Mr.
17 Rieders about this case?

18 A. It depended on what was going on.
19 You know, there were times, like in any
20 litigation, where things are hot and heavy
21 and times where there was a lull. When
22 there was a lull, you know, not very often.
23 When things were hot and heavy, especially
24 towards the end when the case was settling,

1 I was talking with him daily.

2 Q. Did Mr. Rieders memorialize those
3 communications in a letter many times?

4 A. He did. I don't know about many
5 times but he definitely memorialized
6 communications by way of letter that he
7 would attach to an email.

8 Q. And did you find that his -- those
9 letters accurately memorialized your
10 conversations with him?

11 A. I'm not sure I can answer that
12 clearly. I don't have any recollection of
13 reading any of those letters though and
14 saying to myself, where was he at or where
15 did this come from. I don't remember that.
16 Specifically, I can't tell you that they
17 were accurate or inaccurate, but I will tell
18 you I have no memory of them being
19 inaccurate or off the mark, so to speak.

20 Q. If they were inaccurate, would you
21 have made some kind of -- would you have
22 communicated to Mr. Rieders?

23 A. I presume I would. Mr. Rieders
24 and I had a very good rapport. He used a

1 lot of yiddish in our communications. So
2 there were times when he would write
3 something or say something that compelled me
4 to ask, what did you mean by that. I'm not
5 sure -- again, Ron, I'm not sure that I ever
6 wrote him back and said, we didn't talk
7 about this or I don't remember that.

8 Q. Now, was Mr. Gabbay copied on
9 these communications?

10 A. Again, I can't answer that
11 specifically, but I believe he was copied on
12 many of them. I'm also certain he was not
13 copied on all.

14 Q. As far as phone calls, did you
15 have phone calls where Mr. Rieders and Mr.
16 Gabbay were both on the line?

17 A. Yes.

18 Q. Was that common when you talked to
19 Jeff Gabbay?

20 A. I believe so, but I'm not certain.
21 I'm trying to remember if there was ever a
22 time that I spoke to him without Cliff on
23 the phone, and there may have been once or
24 twice, but I can't say that with certainty.

1 Q. From my understanding, it's your
2 representation that most of your
3 communications were done with Mr. Gabbay --
4 were done by email; is that correct?

5 A. Yes.

6 Q. And was it the common practice
7 that Cliff Rieders would be copied on those
8 emails?

9 A. Again, I don't know, but it was my
10 practice and is my practice to the extent
11 that there is another out-of-state attorney
12 involved to keep them in the communication
13 loop if I can or need to.

14 Q. Did you have a chance to review
15 your emails in this case with Gabbay?

16 A. I'm not sure I follow you.

17 Q. Prior to this deposition, did you
18 review the emails that you had with Mr.
19 Gabbay regarding this case?

20 A. All of them, no. Some, yes.

21 Q. Okay. And in those emails, was
22 Cliff Rieders usually copied on them?

23 A. I don't recall the answer to that.

24 Q. Now, in your practice, how many

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1 times have you wired funds to a client out
2 of the country?

3 A. Over the course of, at that time,
4 20-some years, probably twice.

5 Q. And did you have any -- so it's
6 not common that that happens; would that be
7 fair?

8 A. I think that's fair.

9 Q. And did you have some -- when was
10 the first time you did it? I assume it
11 wasn't this. This was the second time?

12 A. It was the second time. If there
13 -- yes.

14 Q. When was the first --

15 A. I'm not even certain -- I'm sorry.
16 I don't mean to interrupt you.

17 I'm not certain it was two. I'm
18 not certain it was three. I'm not certain
19 it was one. All I know it wasn't often.

20 Q. So the only one you specifically
21 remember is the one with Jeff Gabbay?

22 A. Sure.

23 Q. Did you do any research -- let me
24 withdraw that question and let me provide

1 more foundation.

2 Would you agree that the amount
3 involved in this case was a large amount in
4 comparative to other cases that you've
5 handled?

6 A. No.

7 Q. So it's not unusual for you to
8 handle settlements in the six figures?

9 A. It's not unusual, no.

10 Q. Did you have a standard practice
11 on what you did prior to the distribution of
12 funds?

13 A. I'm not sure I follow you.

14 Q. Okay. Did you have some kind of
15 checklist that you underwent prior to
16 distributing settlement funds to a client?

17 A. Checklist, mental, yes. You know,
18 like most lawyers do, a settlement summary.

19 Q. Anything else other than a
20 settlement summary?

21 A. You know, that involves looking
22 into numbers, final invoices, expert fees,
23 you know, things of that nature.

24 Q. Prior to the distribution of Mr.

1 Gabbay's funds, did you do any research into
2 the wiring of client funds to a foreign
3 country, a bank in a foreign country, I
4 should say?

5 A. Do research, no. Have some
6 understanding of the process, yes.

7 Q. What is your -- I'm sorry.

8 A. If you're asking did I actually go
9 out and do research at that point in time
10 when I received Mr. Gabbay's funds, no. But
11 like most lawyers, I read up on practice
12 issues and things like that.

13 Q. And what was your recollection at
14 the time that you distributed Mr. Gabbay's
15 funds about any specific precautions you
16 should take prior to the distribution of
17 funds to a foreign bank?

18 A. I don't have a specific
19 recollection other than I knew I needed
20 written wire instructions. I knew I needed
21 some confirmations from the client. That's
22 about the best I can remember.

23 Q. Okay. I'm going to show you some
24 documents, and most of these documents --

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1 like I said, most of these documents are
2 documents that you provided, so they should
3 be in the order that you provided them. I
4 don't know if that helps at all, or if you
5 have hard copies in front of you, but I'll
6 share my screen with you.

7 (Screen sharing.)

8 BY MR. POLIQUIN:

9 Q. I'm going to go to this email and,
10 like, if you need me to position it a
11 certain way, you need me to magnify it or
12 demagnify it or whatever, you let me know,
13 or you need time to review it.

14 This looks to be -- the subject
15 matter is -- let's see. Excuse me.

16 The subject matter is, reply
17 Gabbay Cupron executed documents/funding.
18 The date is May 31, 2019, 5:54 a.m. That's
19 from you to a Stephen Brauerman at the
20 Bayard Firm. And I believe it's Bates
21 stamped CL-0002.

22 Who's Steve Brauerman?

23 A. He was Cupron's counsel, Delaware
24 counsel.

1 Q. Okay. And was he handling
2 transferring the settlement funds for the
3 Gabbay settlement?

4 A. I don't believe that he was. I
5 believe they came from another fellow, Mr.
6 Moore. I believe his name is. Jay Moore.
7 There he is down the bottom, or down.

8 Q. So one -- excuse me.

9 What discussions took place --
10 excuse me.

11 How was the decision made that the
12 settlement funds would be transferred into
13 your trust account?

14 A. There was a problem getting Cupron
15 to comply with the terms of the settlement.
16 There were some pre-funding obligations.
17 And our position was that Cupron was either
18 not doing them or we had done what we needed
19 to do in order to cause funding. At some
20 point, there was a discussion with Cupron
21 that we were going to pull the plug on the
22 settlement because our thought was they were
23 screwing around. And the fix for that was
24 to wire the funds to my account. And I

1 think somewhere in this email chain, you'll
2 see where I had agreed to hold them and
3 release them only under certain
4 circumstances.

5 Q. Are these actual settlement funds
6 -- in this email, are you discussing the
7 actual settlement funds that would be later
8 transferred into the Hong Kong account?

9 A. Yeah, if I'm not mistaken, the
10 date of this is around the time when Jay
11 Moore wired to my account the entire
12 settlement amount, which I think was just
13 short of \$450,000 or 460,000.

14 Q. And this is you emailing Steve
15 Brauerman confirming receipt of Cupron's
16 wire into my firm's escrow account.

17 Was there any discussion between
18 yourself and Cliff Rieders as to where those
19 funds should be wired into?

20 A. I don't recall. I know that at
21 the time we were at -- our side was at its
22 wits' end because it seemed like our
23 adversary was doing whatever they could to
24 postpone payment to slow down the process.

1 So I don't know the answer to your
2 specific question. I only know in the
3 context of what was going on.

4 Q. Did you have any discussions with
5 Cliff Rieders regarding wiring the funds
6 into the Monte Bank & Trust Company?

7 A. No, that's an unfamiliar -- a name
8 unfamiliar to me.

9 Q. Cliff Rieders never talked with
10 you regarding wiring those funds into that
11 company because he was counsel for them?

12 A. None of that is ringing a bell.

13 Q. Do you recall of there being any
14 discussion as to whether or not the funds
15 should be wired into your trust account?

16 A. I presume there was. I can't say
17 with specificity. And I presume my trust
18 account was amenable to the defendants
19 because I was the Delaware lawyer and I was
20 willing to make the commitment to hold it
21 until certain circumstances were met.

22 Q. Did Cliff Rieders and Jeff Gabbay
23 agree to that?

24 A. I believe they did.

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1 Q. And do you recall what the issues
2 were that was holding up the settlement
3 funds being transferred?

4 A. I have a vague recollection.
5 There was -- in a general sense, it seemed
6 like Cupron was pulling a different rabbit
7 out of their hat every day. And at one
8 point, they were asking for stock
9 certificates. And I remember that Mr.
10 Gabbay had stocks in two forms; some were
11 issued, some were not. So it was easy to
12 turn over the certificated stocks to Cupron
13 or to Stephen Gabbay -- or Stephen
14 Brauerman. I'm sorry. And I had asked
15 early on in the process how they wanted to
16 address the turn over of the uncertificated
17 shares. And at the time, I asked that
18 question, either Mr. Moore or Mr. Brauerman
19 or both told me not to worry about it. And
20 I know right around this time, although I'm
21 not exactly sure when, all of a sudden, they
22 raised the issue of, well, we need indemnity
23 on the unissued, uncertificated stocks in
24 case you, you know, lien them, in case you

1 burn them with some obligation. And I
2 remember being angry about it. I know Cliff
3 was angry about it. I don't recall Mr.
4 Gabbay's reaction, if any, to it. But I
5 know that was one of the things that was
6 going on at the time. And it was part of a
7 ongoing process of dragging this settlement
8 out.

9 And I believe, but I'm not certain
10 of this, the case settled sometime either in
11 early February or mid March, somewhere in
12 that time frame. And it took us from that
13 time, from whatever that settlement was, to
14 the end of May to document it. And in my
15 mind, it should have never taken anywhere
16 near that long. There was nothing
17 complicated about this. We were not
18 inventing a wheel here, you know. We were
19 releasing claims, transferring shares and
20 everybody was going to go their separate
21 ways.

22 Q. Now, in the email, you say:

23 All things considered, I like to
24 hand deliver the documents to you.

1 When you say, "all things
2 considered," what did you mean by that?

3 A. That I didn't want to take one
4 more risk that something got lost. I wanted
5 to make sure that I handed these pieces of
6 paper. They were -- ultimately what
7 happened is, I issued a letter under the UCC
8 effectively indemnifying Cupron that the
9 shares were not encumbered or anything like
10 that. And those had to be executed in
11 Israel. I needed to have them notarized in
12 Israel. And the last thing that I wanted to
13 happen was stick them in the mail and find
14 out they never got there. You know, and
15 Wilmington is small enough. It's not such a
16 big deal to walk, you know, from your office
17 to mine. Maybe your office, Ron. But, you
18 know, I just thought for safety sake and to
19 get this over with, I was going to make sure
20 the documents got where they needed to go.

21 Q. And ultimately, those funds were
22 transferred to your trust account?

23 A. Yes.

24 Q. Did you, as an attorney owe Jeff

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1 Gabbay a fiduciary duty on how you handled
2 those funds once they were delivered in your
3 trust account?

4 MS. BARRON: Objection.

5 THE WITNESS: I owed a fiduciary
6 duty for the handling of any of Mr. Gabbay's
7 property, including funds.

8 BY MR. POLIQUIN:

9 Q. And including those funds that
10 were transferred as settlement in this case;
11 is that correct?

12 MS. BARRON: Objection.

13 THE WITNESS: When you say,
14 "transferred as settlement," you mean coming
15 in from the folks at Cupron?

16 BY MR. POLIQUIN:

17 Q. Correct.

18 A. Yes.

19 Q. This looks to be an email on June
20 3, 2019. Subject: Cupron instruction
21 requested from yourself to Jeff Gabbay at
22 his Argaman Tech account. Cliff Rieders is
23 copied on the account, correct?

24 A. That's what it says.

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1 Q. And CL-0003 is a Bates stamp.

2 And was this part of your common
3 practice to copy Cliff Rieders on all the
4 emails to Mr. Gabbay?

5 A. No, I didn't -- no.

6 Q. You didn't copy Cliff Rieders on
7 your emails to Mr. Gabbay throughout this
8 litigation?

9 A. Common practice, I'm not sure
10 that's accurate. But often, yes.

11 Q. And in this email, you talk about
12 the holding of the settlement funds in your
13 firm's escrow account with instructions on
14 how they need to be delivered. You talk
15 about, also, some other issues with Cupron,
16 correct?

17 A. That's what the email says, yes.

18 Q. And you actually used a term
19 pulling rabbits out of their, and I believe
20 you used ass, but that's what you were
21 referring to before, in having these ongoing
22 issues?

23 A. The vocabulary was more colorful
24 than you've described, but yes, this is a

1 reference to the stock and uncertificated
2 stock problems I was referring to earlier.

3 Q. Why did you copy Mr. Rieders on
4 this email?

5 A. I don't remember why.

6 Q. Was there any rhyme or reason on
7 why you would copy Mr. Rieders on an email
8 and why you would leave him out?

9 A. I think on occasion, Mr. Gabbay
10 would email me directly and I would respond
11 to him directly, and if I didn't think that
12 Mr. Rieders needed to know or he told me he
13 didn't need to know, then I wouldn't copy
14 him. Because he was a billing event as
15 well. I mean, we were both billing Mr.
16 Gabbay. I didn't need to waste Mr. Gabbay's
17 money by involving Mr. Rieders on something
18 that, you know, was outside the litigation
19 or that he had told me that he didn't need
20 to know about.

21 Q. I believe you testified -- excuse
22 me. I don't know if you testified to this.

23 There's been representations that
24 there was no rhyme or reason between whether

1 or not Mr. Gabbay emailed you from the
2 Argaman address or from the Gmail address.
3 Is that your understanding, there was no
4 system on why that happened?

5 A. Yeah, I have no idea why on Monday
6 I got an email from Gmail, and on Tuesday I
7 got one from Argaman.

8 Q. Did you ever consider just copying
9 Mr. Gabbay on both emails?

10 A. I don't know the answer to that.
11 I don't know that I ever gave that an ounce
12 of thought during the course of the
13 litigation.

14 Q. Did you ever talk to Mr. Gabbay
15 about communications with -- you know,
16 communications with Cliff Rieders and what
17 you should communicate and what you
18 shouldn't communicate?

19 A. I think early on, yes. I'm not
20 sure that there were any discussions about
21 that after the first month or two of
22 representing Mr. Gabbay.

23 Q. I'm going to a June 6, 2019 email
24 from yourself to Mr. Gabbay's Gmail address

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1 with Cliff Rieders being copied on it, and
2 it was an invoice for your services.

3 Is that your understanding what
4 this email is?

5 A. It appears to be what it says.

6 Q. And it's Bates stamped CL-0004.

7 And on the next page is the actual
8 billing.

9 Does this represent -- this
10 wouldn't represent all of your fees that you
11 collected on Mr. Gabbay's case, correct?

12 A. That's correct.

13 Q. And were these paid -- were these
14 fees specifically paid out of the settlement
15 funds that you received from Cupron?

16 A. I believe they were.

17 Q. Do you have any idea how much you
18 collected in fees from Mr. Gabbay?

19 A. Ballpark somewhere between 55 and
20 60 thousand dollars.

21 Q. After Mr. Gabbay's settlement
22 funds were transferred to Hong Kong, did you
23 ever offer to return those fees or return
24 those fees because of what -- the mistakes

1 that happened -- excuse me -- because of the
2 transfer to the Hong Kong bank and the fact
3 that he never got his settlement from this
4 case?

5 A. I'm not sure I follow you, but I
6 think if you're asking me when it became
7 clear the funds were wired to an account not
8 belonging to Mr. Gabbay, did I offer to
9 return my -- the fee that I earned? The
10 answer is no.

11 Q. And why not?

12 A. Because I earned that fee.

13 Q. I'm going to stop the share for a
14 second, if it will let me.

15 What is your understanding of what
16 Mr. Gabbay's mistakes were in the handling
17 of the distribution of the funds to the Hong
18 Kong account?

19 A. I don't know that I have a clear
20 handle of all of that.

21 Do you have documents on the
22 screen, Ron, because all of a sudden, my
23 screen went to a Veritext? All I'm looking
24 at is the intro screen.

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1 Q. I've been trying to stop my --

2 A. Okay. I'm not missing anything is
3 what I'm trying to ask.

4 Q. No, I don't have documents on the
5 screen.

6 A. Okay.

7 Q. I was just having a hard time
8 stopping the screen share.

9 MS. BARRON: You do have documents
10 on the screen.

11 MR. POLIQUIN: Okay. Hold on one
12 second. Can we take a quick break?

13 (Break held.)

14 (Screen sharing ceased.)

15 BY MR. POLIQUIN:

16 Q. Now, Mr. Conaway, is it your
17 position that Jeff Gabbay had some -- excuse
18 me -- made some kind of mistake which helped
19 lead to this mistaken transfer of funds to a
20 hacker account in Hong Kong?

21 A. Is it my position that Mr. Gabbay
22 made some sort of mistake that lead to the
23 funds being transferred to a hacker in Hong
24 Kong; is that your question?

1 Q. Yes.

2 A. The one that I'm aware of is that
3 he never disclosed to either Mr. Rieders or
4 I that his email account, his Argaman
5 account had been compromised.

6 Q. What is your understanding of when
7 it was compromised?

8 A. Mr. Rieders told me at some point
9 after we learned that there was a problem,
10 that Mr. Gabbay's email account had been
11 hacked in early June and then again either
12 in late June or early July. He told me that
13 Mr. Gabbay had retained a consultant to
14 address the problem. But my best
15 recollection is at the time that Mr. Rieders
16 told me that, he had only himself just
17 learned about the problem. And, again, this
18 was, I'm going to say, mid to late July of
19 that year.

20 Q. When you say -- this is the
21 conversation you had with Mr. Rieders, or
22 this is when Mr. Gabbay's account was
23 hacked?

24 A. I'm not sure of the distinction

1 you're drawing.

2 What I was trying to relay was
3 that I had a conversation with Cliff Rieders
4 after we learned the money that was wired to
5 Hong Kong was in error. And it was during
6 that conversation or thereafter, shortly
7 thereafter, that Mr. Rieders conveyed to me
8 that Mr. Gabbay's email account, his Argaman
9 email account had been hacked twice since
10 June 1st.

11 Q. So this would have been --

12 A. I'm say June 1st. I'm not sure my
13 recollection is that specific, but it was
14 sometime in very early June.

15 Q. So it's your recollection from
16 your conversation with Cliff Rieders that
17 Mr. Gabbay's Argaman Tech account was hacked
18 in June of 2019?

19 A. Correct.

20 Q. And your basis for that is only
21 your conversation with Mr. Rieders?

22 A. At the time, yes.

23 Q. Did you ever communicate that
24 issue with Jeff Gabbay individually?

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1 A. When you say, "that issue," you
2 mean email account hacking? Is that what
3 you're referring to?

4 Q. Yeah, the fact that his -- did you
5 ever email Jeff Gabbay after the transfer of
6 funds and ask him why he didn't alert you
7 that his email account was hacked in June of
8 2019?

9 A. I don't recall. As I sit here, I
10 don't think I did. I know I spoke to his
11 son, Mr. Gabbay's son at Mr. Gabbay's
12 direction. And I, obviously, spoke with Mr.
13 Rieders. I don't know that I actually ever
14 spoke to Mr. Gabbay directly after it became
15 clear the money was inadvertently wired. I
16 may have, but I can't remember if it
17 happened.

18 Q. And I believe you've represented
19 in your responses to discovery that you
20 apologized to Cliff Rieders for what
21 happened, correct?

22 A. Can you be a little more specific?
23 When you say apologize --

24 Q. You apologized the fact you

1 transferred the funds to the hacker in Hong
2 Kong?

3 A. What I apologized for was the
4 outcome and any part that I played in it. I
5 don't know any lawyer who would have been
6 involved in this kind of transaction with
7 this kind of result who would not have had
8 some regret for how it turned out. It was
9 -- I liked Mr. Gabbay. He's a great guy.
10 He's a brilliant man. You know, if every
11 one of my clients were like him, it would be
12 a lot easier day at work. I never ever
13 would have wished this on him. And to the
14 extent that I was involved, I wish I hadn't
15 been.

16 Q. Did you ever make that
17 representation to Mr. Gabbay himself?

18 A. Which representation?

19 Q. The statement that you just made
20 regarding the fact that you felt bad for the
21 outcome and what you just explained there.
22 I can't go word for word what you just said,
23 but basically that you -- for whatever part
24 you played in it and the outcome -- I'm not

1 trying to rephrase what you just said. I'm
2 just kind of paraphrasing. All of that is
3 on the record, what you said. I'm not
4 trying to be tricky here. Did you ever
5 communicate that type of statement to Mr.
6 Gabbay himself

7 MS. BARRON: Objection to form.

8 THE WITNESS: I know that I
9 communicated that sentiment I think directly
10 to Mr. Gabbay by way of email, but it might
11 have been to Mr. Rieders, and he may have
12 passed it on. I just don't remember the
13 sequence of how that happened.

14 BY MR. POLIQUIN:

15 Q. I know you filed a police report
16 later on and filed a report to the FBI,
17 correct?

18 A. Yes.

19 Q. Was it ever conversed to them that
20 Mr. Gabbay's account was hacked in June of
21 2019?

22 A. I don't know. I did not look at
23 the IC3, which was filed with the FBI, or
24 the report that I filed with the Hong Kong

1 Police in relation to this.

2 Q. Are you aware if these were two
3 different hacks or the same hacker -- wait.
4 Let me finish my question. I see you
5 shaking your head.

6 A. I'm sorry.

7 Q. Are you aware whether this
8 individual that hacked into Mr. Gabbay's
9 account in June of 2019 was the individual
10 who hacked into the account and had the
11 money transferred to him in Hong Kong?

12 A. I have no idea. All I know about
13 the hackings is what Cliff Rieders told me.
14 He did tell me the vendor's name. I can't
15 recall that.

16 Q. I'm going to do a share screen
17 again.

18 (Screen sharing.)

19 BY MR. POLIQUIN:

20 Q. I'm going to go to document Bates
21 stamped CL-00014. This is an email dated
22 June 7, 2019 from Mr. Gabbay to yourself
23 with Cliff Rieders copied on it, where Mr.
24 Rieders expresses that he's completely

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1 satisfied with your service and it says,
2 it's been a real pleasure working with you
3 and Cliff. He also found it a very
4 intellectually simulating event. Do you
5 know what he was referring to?

6 A. I don't specifically know what he
7 was referring to here. There were -- I can
8 only tell you that there were some very
9 unique challenges that occurred as a result
10 of the valuation that Cupron had placed on
11 his options. And that made the process of
12 settling more complicated. It required us
13 to drag in a tax person to help me navigate
14 the -- you know, some of the tax issues that
15 might be associated with the valuation and
16 the settlement. And, honestly, I thought
17 that was an interesting -- I had never dealt
18 with that issue before. I've dealt with
19 options many times. I've not dealt with the
20 kind of valuation issue that popped up here
21 in this case. And the fact of the matter
22 is, and I said this earlier, I enjoyed
23 working with Mr. Gabbay. He's a bright,
24 bright guy, personable. Cliff, the same

1 way.

2 Q. Now, it says, I would also like
3 all outstanding invoices to be paid to
4 Cliff.

5 Did that occur, where Cliff was
6 paid any outstanding invoices?

7 A. I believe he was.

8 Q. And the sole purpose of you
9 receiving the settlement funds disbursement
10 was to eventually transfer it to Mr. Gabbay
11 after taking out your fees and Cliff
12 Rieders' fees; is that correct?

13 A. No.

14 Q. Can you clarify then?

15 A. The sole -- not sole purpose. One
16 of the purposes for the money being wired to
17 me was to force Gabbay (sic) to make a good
18 faith showing that they were actually going
19 to complete and comply with the settlement
20 terms.

21 Q. Would it be a correct statement to
22 essentially say you were holding the funds
23 for Gabbay until those conditions occurred?

24 A. I think that's safe to say, yes.

1 I agree.

2 Q. I'm looking at a document, and
3 there's a couple of emails here. It's Bates
4 stamped CL-0019. And on the bottom of this
5 page, it's an email from yourself to Cliff
6 Rieders with -- Kim Polhemus is copied.

7 Who is Kim Paulhamus?

8 A. My recollection is that she works
9 in Cliff Rieders' office. I'm not sure in
10 what capacity.

11 Q. And this looks like an email where
12 you're telling Cliff that Jeff still hasn't
13 given you the instructions on how to
14 transfer the settlement proceeds.

15 A. That's what it says, correct.

16 Q. And this is Bates stamped CL-0021,
17 where you email Cliff regarding anything
18 from Jeff on disbursing settlement funds.

19 It looks like Cliff says, I will
20 call him soon and let you know.

21 You were basically trying to get
22 instructions for what to do with the
23 settlement funds, correct?

24 A. Yes.

1 Q. And I'm looking at Bates stamped
2 CL-0023. It's an email, July 1, 2019, from
3 yourself to Jeff Gabbay at his Argaman Tech
4 account, copied Cliff Rieders asking for
5 instructions for the settlement funds.

6 At this point in time, how long
7 had you had the settlement funds?

8 A. I don't know exactly when I
9 received them, but I think it was somewhere
10 around May 30th. So whatever that time
11 frame is to July 1st; 30 days, 35 days,
12 somewhere in there.

13 Q. So basically by rule -- when you
14 say, by rule I have 60 days to disburse the
15 funds. What rule are you referring to?

16 A. Professional rules of conduct. We
17 have an obligation, as I understand it, to
18 disburse client fund promptly. In my head,
19 that's always meant within 60 days. I don't
20 know that the rule says that, but there is
21 an obligation to turnover client --
22 distribute client funds promptly.

23 Q. So that would be about July 31,
24 2019?

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1 A. I think so.

2 Q. It looks like Jeff emails you on
3 that same day, copies Cliff. He emails you
4 from the Argaman Tech account, we're meeting
5 with Altar -- I believe it's supposed to be
6 our financial advisor, get back to you then.
7 And he copies -- Cliff is copied on that.

8 Do you know if the hacker, every
9 time the hacker had -- the actual hacker
10 that received the disbursement of funds, was
11 Cliff Rieders copied on any of those emails
12 from the actual hacker, or do you know?

13 A. I know in the early -- and I'm
14 assuming that the emails that I got in early
15 July were from the hacker. I can't tell by
16 looking at this one whether it was. But Mr.
17 Rieders was copied on those early July email
18 communications. And I know that during the
19 course of July, I had been in contact with
20 Mr. Rieders about, you know, what was going
21 on with the money, things of that nature.

22 Q. Did you have any communications
23 with Cliff Rieders prior, after receiving
24 instructions to send it -- send the funds to

1 a Hong Kong bank?

2 MS. BARRON: Objection as to form.

3 THE WITNESS: I'm not sure I
4 follow you, Ron. I'm sorry.

5 BY MR. POLIQUIN:

6 Q. Okay. Well, at some point in
7 time, I believe it was around July 5, 2019,
8 you received funds (sic) from the hacker to
9 transfer the funds to a Hong Kong bank,
10 correct?

11 A. No, I think you got your wording
12 screwed up. I received instructions.

13 Q. Instructions. I'm sorry.

14 A. That's okay. I just want to make
15 sure we're on the same page.

16 I received wire instructions in
17 the very early part of July. I don't
18 remember exactly when. I know I was out of
19 town when they came in. I believe it was
20 before July 4th, because I wasn't going to
21 get back in town till after that day or
22 maybe before that day. I forget which.

23 Q. Now, after receiving the
24 instructions but before actually

1 transferring the funds, did you ever talk to
2 Cliff Rieders about this?

3 A. Talk by telephone, if that's what
4 you're asking, I don't know. I may have. I
5 may not have. I know I communicated with
6 him by email, though.

7 Q. And all those emails should be
8 provided as part of your response to our
9 request for documents?

10 A. I believe so.

11 Q. This is Bates stamped CL-0025
12 where it's from Jeff's Gmail account to
13 yourself with Cliff Rieders copied and also
14 Shoshana Gabbay copied.

15 Who is Shoshana Gabbay?

16 A. My understanding is that is Mr.
17 Gabbay's wife.

18 Q. Was this the first time she was
19 copied on emails, or has she been copied
20 before?

21 A. I couldn't tell you that.

22 Q. And do you have any doubt that
23 this was a legitimate email from Jeff
24 Gabbay?

1 A. I never gave it thought. I will
2 tell you it was consistent with what Cliff
3 Rieders had told me about when I would hear
4 from Jeff, but I don't know that I looked at
5 this before or after and thought I wasn't
6 sure where this one came from.

7 Q. And what does Mr. Gabbay instruct
8 you regarding the transfer of funds?

9 A. Well, the email says what it says.
10 They signed forms, and I'll be receiving
11 them next week.

12 Q. And he --

13 A. Transfer funds to the U.S.

14 Q. When he says in the U.S.A., is
15 that significant in any way to you?

16 A. No.

17 Q. Do you know if Mr. Gabbay had any
18 businesses in Hong Kong?

19 A. I know that Argaman Technologies
20 had Chinese investors or Hong Kong
21 investors.

22 Q. And this is your email to Mr.
23 Gabbay. It's Bates stamped CL-0026, July
24 2nd, where you're responding, thanks for the

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1 update. And you say, I have the love of a
2 good woman, so I want for nothing. I'm
3 assume you're joking there. As always, take
4 care.

5 So you're just confirming that you
6 received the email, correct?

7 A. Yeah, in the email prior, and I
8 assume these were sequential, one of the
9 things that's asked is whether I need
10 anything else. And you're right, as a
11 matter of levity, I thought it would be
12 appropriate to throw a joke in. And I'm not
13 going to have the love of a good woman,
14 so...

15 Q. And that -- let's see. Just
16 looking at the date. You sent this email
17 8:44 a.m., July 2nd. That's about 30
18 minutes or so after Mr. Gabbay gives you
19 instructions regarding transferring the
20 funds to the U.S. where his wife and Cliff
21 are copied.

22 And then you get this email on
23 July -- the same day, July 2nd, which is
24 from Jeff's Argaman Tech account where

1 Cliff's copied on it but Shoshana isn't,
2 where:

3 After meeting with our financial
4 advisor today, we agreed to wire transfer
5 the remaining settlement funds to our
6 affiliated company bank account in Hong
7 Kong. I will forward you the perfect
8 banking details to you soon.

9 Did you see any red flags or
10 issues with receiving just an email so short
11 after receiving the other email from Mr.
12 Gabbay?

13 A. I did see a conflict. That said,
14 Mr. Gabbay -- how do I say this? I don't
15 want to insult him in any way. Sometimes
16 his directions to me weren't clear.

17 MS. BARRON: What's the number of
18 that, Ron?

19 MR. POLIQUIN: That's CL-0027 --
20 00027. Excuse me.

21 BY MR. POLIQUIN:

22 Q. Now, do you agree that sometimes
23 emails can be confusing as far as receiving
24 instructions from a client?

1 A. Sure, anything can be confusing.

2 Q. And would you agree that
3 confirming something with a phone call could
4 clarify that confusion?

5 A. It might have, but this email took
6 place in the context of a running
7 conversation of which Mr. Gabbay, Mr.
8 Rieders, myself and, apparently, the hacker
9 were all part of.

10 Q. You agree that this email is part
11 of a different email chain, though, correct,
12 than that prior email that you got on the
13 same date from Mr. Gabbay's Gmail account
14 where his wife is also copied?

15 A. I'm not sure I agree that it's
16 part of a different chain. The subject
17 matter is consistent with what we had been
18 discussing, albeit as you point out, there
19 is an inconsistency, but I wouldn't agree
20 that's a different chain or different
21 thread, whatever you call it.

22 Q. And then that same day -- excuse
23 me. Or the next day -- I'm sorry. It's a
24 little confusing because that July 1st

1 email.

2 And then we go to July 2nd. So
3 that's Gabbay's Argaman Tech account, July
4 2nd at 9:49 a.m. Then on that same day at
5 10:09 a.m., you have an email regarding
6 settlement proceeds from Mr. Gabbay's
7 Argaman Tech account where you're the sole
8 recipient and Cliff Rieders is not copied
9 nor is Shoshana.

10 Did you find that strange at all?

11 A. No, I don't recall giving it a
12 moment's thought.

13 Q. And that email is Bates stamped
14 CL-0028 -- 00028. Excuse me.

15 And then on this email, it's July
16 2, 2019. The time is 11:57 a.m. and 47
17 seconds. It's just an email from yourself
18 to Mr. Gabbay at the Argaman Tech account.
19 This is Bates stamped CL-00030. And you
20 say:

21 Jeff, today I received three
22 emails from you. The first telling me that
23 you spoke to your financial advisor. There
24 was -- it says the, but I believe you meant

1 there was a response to my remark about my
2 wife. And the third asking if I received an
3 email from you about the banking details. I
4 did not receive specific directions about
5 your bank.

6 Were you confused at this point
7 about the instructions because of the
8 bearing emails that were being -- coming
9 from Mr. Gabbay's different accounts?

10 A. No. I think this email was the
11 response -- don't hold me to this, but I
12 think it was a response to a question about
13 whether I had received something. And I
14 responded back, you know, I received three
15 emails from you. I think what that second
16 or is supposed to say -- the second response
17 -- the second was a response to my remark
18 about my wife.

19 Q. Is there a reason why you didn't
20 copy Cliff Rieders on this email?

21 A. I assumed it was because Cliff was
22 not included in the email that came to me in
23 the first -- you know, that asked for
24 confirmation.

1 Q. I think the email you're talking
2 about is the bottom, this bottom email from
3 Jeff, just solely from Jeff Gabbay's Argaman
4 Tech account?

5 A. I presume that's the correct
6 email, Ron. I don't -- it looks it. I
7 can't tell you without looking at the entire
8 pack of them.

9 Q. Okay. And we get to this July 2,
10 2019. There's two emails on the sheet.
11 This is Bates stamped CL-00031. July 2,
12 2019, 12:22 with 19 seconds p.m. from Jeff
13 Gabbay's Argaman Tech account to yourself.
14 And it says:

15 Jeff, affiliated company banking
16 details.

17 And it says:

18 As agreed with my financial
19 advisor, please process the remaining
20 settlement funds to my affiliated company
21 account in Hong Kong. Attached to the
22 wiring instruction. And also tell me know
23 once the funds have been transferred so I
24 can follow up on my end.

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1 At this point in time, did you
2 take any steps to confirm the information
3 contained on this email?

4 A. What I can tell you is that this
5 email was part of an ongoing conversation on
6 that day. At various points in time, Mr.
7 Rieders was involved. Whoever was operating
8 the Argaman account was involved. Whoever
9 was operating the Gmail account, Mr.
10 Gabbay's Gmail account, was involved. I
11 know that there was participation of all of
12 four of those people, if there were four,
13 throughout the course of the day or the
14 conversation. And some of the things that
15 were said during that conversation were
16 indicative of remarks that had been made in
17 the past. So, for example, there was an
18 expression about the Hong Kong bank and the
19 Hong Kong monies that Mr. Gabbay referred to
20 as having to establish where the funds came
21 from because there's some sense in the
22 international banking community that all the
23 wire that gets money to Hong Kong is drug
24 money. Mr. Gabbay had expressed that

1 sentiment to me or at least by way of email
2 on more than one occasion.

3 Q. Now, did you confirm that the
4 banking details provided by Jeff Gabbay was,
5 in fact, a bank that was affiliated with
6 Jeff Gabbay, or did you take any steps to
7 confirm it?

8 A. I took no steps to confirm this
9 beyond the conversations that were unfolding
10 during that day.

11 Q. So the beginning part of the
12 conversation came from Mr. Gabbay's Gmail
13 address where Cliff Rieders and his wife
14 Shoshana were copied, and now these other
15 conversations regarding the Hong Kong bank
16 are solely from Mr. Gabbay from the Argaman
17 Tech account; is that correct?

18 A. In the context that you just
19 described, yes, but it is not the full
20 context of the conversations that were
21 occurring that morning.

22 Q. Did you call -- I take it that you
23 didn't call Cliff Rieders and ask him
24 whether or not this banking information or

1 the bank that was requesting the wire or the
2 company was affiliated with Mr. Gabbay, did
3 you?

4 A. No, I did not call Cliff Rieders
5 on July 2nd.

6 Q. And this was the wiring
7 instruction that you received from the
8 Argaman Tech account? And this is CL-00032.

9 A. I believe it is.

10 Q. Prior to seeing these wiring
11 instructions, did you ever hear of HK Bliss
12 Traded Limited?

13 A. I did not.

14 Q. I'm going to an email from
15 yourself to Mr. Gabbay -- or to the Argaman
16 Tech account affiliated with Mr. Gabbay on
17 July 3rd at 11:49:33 seconds a.m., on
18 Wednesday. The Bates stamp is CL-00033.
19 And you talk about your bank requiring the
20 international wires be completed in person.

21 A. That's what it says, yes.

22 Q. So at this point in time, you
23 hadn't taken any action to transfer the
24 funds?

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1 A. I'm not -- I'm not sure that's
2 correct or incorrect. I know that I had
3 looked into the transfer process. My firm
4 bank accounts are with WSFS. I was not in
5 Delaware on the day that I wrote this email,
6 and there are -- to my knowledge, there are
7 no WSFS branches in D.C. I must have called
8 them to find out that. But the long-short
9 of it was I couldn't do anything on that --
10 on the day of this email because I was not
11 in town and WSFS did not have a branch in
12 the location that I was at. So I had to
13 wait until I got back to Wilmington, And my
14 best recollection is I must have gotten back
15 the 3rd or the 4th. I couldn't do anything
16 on the 4th because of the holiday. And I
17 think my first opportunity to do anything
18 was on the 5th.

19 Q. So on July 3rd, it seems like, you
20 made -- you got information regarding the
21 transfer of funds and learned that for an
22 international wire, you had to be -- it had
23 to be done in person at your local bank,
24 which was in Delaware where you were not at;

1 is that correct?

2 A. That's correct is.

3 Q. I'm looking at an email, July 2,
4 2019. CL-00034 is the Bates stamp. It
5 looks to be at 1:12 p.m. It's from Mr.
6 Gabbay's Argaman account to yourself, and
7 Cliff Rieders is copied on it.

8 Anticipation of question that will
9 be asked concerning the source of the Lupron
10 -- but I guess it's Cupron funds -- we will
11 need to present proof of the origin of the
12 funds. Can you send me documentation that
13 demonstrates the source of the funds, i.e.
14 Cupron's purchase on our sale or our sale.

15 Now, what kind of company is
16 Cupron?

17 A. They manufacture copper-embedded
18 materials.

19 Q. And are they American company?

20 A. Yes, they are a Delaware company.
21 That's how this ended up in Delaware, the
22 litigation in Delaware.

23 Q. Do you believe that this email
24 came from Mr. Gabbay or it came from the

1 hacker?

2 A. I'm not sure, and I say that
3 because as I mentioned earlier, there were
4 prior references by Mr. Gabbay about proving
5 the origin of funds. And his, you know,
6 observation that the international banking
7 banks believed that wired funds are all drug
8 money.

9 Q. I'm trying to understand, at some
10 point Mr. Gabbay said he wanted it wired
11 into a U.S. account, correct?

12 A. Yes.

13 Q. And ultimately, when the actual
14 Jeff Gabbay gave you instructions, it was to
15 U.S. accounts, correct?

16 A. Yes.

17 Q. So where did these conversations
18 occur regarding the, you know, origin of
19 funds and wiring into an international bank?
20 When did they occur?

21 A. I think all of them occurred in
22 the sequence, some of the emails you showed,
23 most of which occurred on July 2nd.

24 Q. Okay. All right. So that, when

1 you say references, you're talking about
2 only within these emails, not on some other
3 date or time?

4 A. I wouldn't be so specific as to
5 say the date. My best recollection is that
6 much of the conversation about the wiring,
7 where to go occurred on July 2nd. There was
8 some follow-up conversations I know all the
9 way up to the 5th. As I sit here, I don't
10 recall what they were or the substance of
11 then. I know at various points in time, Mr.
12 Rieders was involved. At other points, he
13 was not. At some points in time, Mr. Gabbay
14 by way of Gmail was involved. At other
15 points, he was not.

16 Q. I assume this is going to be a no,
17 but have you ever gone through these emails
18 with Mr. Gabbay or Mr. Rieders to determine
19 which ones were actually from the hacker and
20 which ones were from Mr. Gabbay?

21 A. I have not.

22 Q. This is a document Bates stamped
23 CL-00035. It's an email from Cliff Rieders
24 to Mr. Gabbay's Argaman Tech account where

1 you're copied where he says, tax authorities
2 won't care where Cupron got the funds from.

3 A. I see that.

4 Q. Did you find this question strange
5 at all coming from Mr. Gabbay?

6 A. Actually, this question did not,
7 as I read this email, did not -- or this
8 remark did not come --

9 Q. I'm not saying it came from Mr.
10 Gabbay. I'm saying the issue came from Mr.
11 Gabbay originally as far as needing
12 documentations regarding the source of the
13 funds.

14 A. No, as I said previously, I don't
15 know how it came up, but there had been at
16 least one prior discussion about wiring
17 money to an international bank account, to
18 which Mr. Gabbay remarked he had to prove
19 that it was not drug money.

20 Q. This is a document. The Bate
21 stamp is CL-00036. I believe the -- this
22 email is actually dated July 2, 2019, at
23 2:02 p.m. from Cliff Rieders to yourself
24 where Mr. Gabbay's Gmail account is copied

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1 along with his wife Shoshana and it says,
2 U.S. or Hong Kong.

3 Does this -- after reading this,
4 what was your impression of what Mr.
5 Rieders' confusion was?

6 A. I'm not sure I got an impression
7 of confusion. You know, we started the day
8 off wiring to a U.S. bank. Next thing,
9 we're wiring to a Hong Kong bank. And I'm
10 assuming, without knowing, that Mr. Rieders
11 is clarifying U.S. or Hong Kong bank.

12 Q. Okay. This document is Bates
13 stamped CL-00037. It's from Mr. Gabbay's
14 Argaman Tech account to yourself, no one
15 else is copied, July 5, 2019 at 2:55 p.m.
16 and 5 seconds. And it says:

17 Bernie, happy 4th of July to you.
18 Sorry it's coming late. Just checking.
19 Maybe you were able to complete the wire
20 transfer today. Kindly drop me an email as
21 soon as you can.

22 In your communications -- at this
23 point in time, you had completed the wire
24 transfer?

1 A. That's what the email says, yes.

2 Q. Did you let Mr. Rieders know that
3 the wire transfer was completed?

4 A. I did do that. Whether I did it
5 on this day or shortly thereafter, I'm not
6 sure.

7 Q. And this is an email from yourself
8 to Mr. Gabbay's Argaman Tech account,
9 CL-00038, where you send the wire
10 confirmation to Mr. Gabbay's Argaman Tech
11 account.

12 This is Bates document CL-00039.
13 It lists that you actually did transfer the
14 funds.

15 A. Yeah. Yes, I believe this is the
16 wire confirmation that WSFS Bank gave to me
17 upon proof of completion of the wire.

18 Q. Now, I'm going to stop the share
19 for a second here.

20 (Screen sharing ceased.)

21 BY MR. POLIQUIN:

22 Q. There was a time -- the monies
23 were returned to your account for some
24 reason. Do you know why?

1 A. My best recollection is that there
2 was an audit on the Hong Kong bank account
3 that the monies were wired to. The
4 explanation I received was that as a result,
5 the bank would not accept incoming funds.

6 Q. Okay. At that point in time, the
7 funds were returned to you minus a return
8 fee in the amount of \$42.14.

9 At that point in time, did you
10 feel the need to pick up the phone to Mr.
11 Gabbay and let him know what happened?

12 A. No.

13 Q. Did you let Mr. Rieders know that
14 the monies had been returned?

15 A. Yes, again, though, I'm not sure
16 on what day I did that. Whether it was this
17 day or a day later or two days later, I
18 don't know.

19 Q. Did you let Mr. Rieders know
20 before or after you wired the funds the
21 second time?

22 A. I believe it was before the second
23 wire.

24 Q. And how did you communicate that

1 to Mr. Rieders?

2 A. I would presume email. I have a
3 faint recollection that Mr. Rieders may have
4 been on vacation at some point during this
5 time period.

6 Q. I'm going to go back to the screen
7 share to see your emails and see if that's
8 reflected.

9 (Screen sharing.)

10 BY MR. POLIQUIN:

11 Q. This looks like an old email where
12 you were talking about U.S.A. thinks we are
13 all drug dealers working with undeclared
14 cash, we have to prove we are not.

15 Is that the reference you made
16 regarding showing the source of the funds?

17 A. Yes.

18 Q. That's Bates stamped CL-00040.

19 Now, that was the end of July 2nd
20 -- or excuse me.

21 That's at 3:49 p.m. on July 2,
22 2019.

23 In between this time where now you
24 have an email from Mr. Gabbay's Gmail

1 account where Cliff Rieders is copied, where
2 you're CC -- excuse me. It actually is sent
3 to Cliff Rieders, where you're CC'd and
4 Shoshana is copied, in between that time you
5 had several emails with Mr. Gabbay's Argaman
6 Tech account where it was just between you
7 and him, correct?

8 A. Correct.

9 Q. Did you find that confusing at all
10 that you had these two -- I'm trying to
11 think. Is it email chains or email -- what
12 is the term you used -- you just used a
13 second ago? Email?

14 A. Email threads.

15 Q. Threads, yeah.

16 Did that send up any red flags
17 that this was -- these two threads were
18 happening on the same day?

19 A. No, it didn't. Mr. Gabbay had
20 communicated with me using his Argaman
21 account many, many times in the past. The
22 fact that he was using both in one day
23 didn't surprise me. I mean, I do it
24 sometimes myself. I have a laptop, that's

1 how I do my work. That is how I search the
2 internet for stuff when I'm not working. I
3 could send you an email from a Yahoo or
4 Gmail account just as quickly as I could
5 send you one from my Conaway Legal account.
6 This was not inconsistent with my own
7 experience with email. I'll put it that
8 way.

9 Q. Did you find it strange that in
10 the beginning of the day he said that he sat
11 with his financial advisor, and after
12 meeting with him, he says, we're going to
13 transfer the funds to a U.S.A.; then
14 subsequently, in another email, he says,
15 after meeting with our financial advisor, we
16 decided to send the funds to a Hong Kong
17 account?

18 A. Yeah, I'll agree with you that
19 there appears to be an inconsistency there.
20 My sense of that inconsistency, though, was
21 ameliorated by the ongoing conversations
22 occurring between the Argaman account, the
23 Gmail account and Mr. Rieders.

24 Q. It's your belief --

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1 A. Hold on. Give me a second.

2 Q. It's your belief that you had told
3 Mr. Rieders, and you believe by email, that
4 the funds were returned because of the
5 audit?

6 MS. BARRON: Objection to form.

7 THE WITNESS: I didn't hear you,
8 Ron. I'm sorry.

9 BY MR. POLIQUIN:

10 Q. Okay. It's your belief that you
11 had informed Mr. Rieders that the funds were
12 returned from the Hong Kong account because
13 of an audit?

14 A. I'm not sure that I told him an
15 audit, but I'm certain that I told him that
16 they had been returned from Hong Kong the
17 first -- you know, the first wire had been
18 returned. Again, I don't know that I was
19 specific about why.

20 (Screen sharing ceased.)

21 BY MR. POLIQUIN:

22 Q. When dealing with this amount of
23 funds, did you do any due diligence other
24 than the emails?

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1 A. I'm not sure I'm following you.
2 Do due diligence?

3 Q. Did you make any other -- did you
4 do any follow-up communications to the
5 emails you received from Mr. Gabbay before
6 either the first transfer or the second
7 transfer?

8 A. In my mind, the process was
9 confirmed by communications that I received
10 from Cliff Rieders in late June where Cliff
11 told me that Mr. Gabbay and his wife would
12 be meeting with a financial consultant and
13 that I would hear from them on some day in
14 the future, and I believe Mr. Rieders said I
15 would hear from them Tuesday, and I believe
16 that happened to be July 2nd. So what I'm
17 reading, what I'm seeing is that Mr. Rieders
18 is providing me information that is
19 subsequently validated by actions taken by
20 Mr. Gabbay.

21 The fact that there was confusion
22 on July 2nd or at least different
23 instructions on July 2nd was obvious to me,
24 but then the ongoing conversations of that

1 day and the fact that Mr. Gabbay was using
2 terminology that -- words and phrases that I
3 heard him use before was the confirmation
4 that I relied upon.

5 Q. Other than the email
6 communication, did you take any other
7 actions to confirm the wiring instructions?

8 A. I did not call Mr. Gabbay. I do
9 not believe I spoke to Mr. Rieders that day.

10 Q. Did you do any research on the two
11 companies that you were wiring funds to?

12 A. No, not then.

13 Q. Give me one second.

14 (Screen sharing.)

15 BY MR. POLIQUIN:

16 Q. Is this Bates stamped CL-00051.
17 This appears to be a wired journal report
18 from WSFS Bank.

19 Can you confirm this is the second
20 wire that sent the settlement funds to a
21 Cagmean Trade Limited company in Hong Kong?

22 A. This appears to be the wire
23 confirmation. I think your pronunciation is
24 a little off, but I'll give it to you.

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1 Q. Well, you can correct me. I'm --
2 I don't take any --

3 A. I'm just kidding.

4 Q. All right. It always translates
5 well in a deposition transcript.

6 A. Right.

7 Q. So this is a second wire journal
8 report. That was on 7/16/2019.

9 Did you have any communications
10 either via phone -- excuse me.

11 Did you have any communications
12 via phone after you transferred the funds to
13 Mr. Gabbay?

14 A. After the first time, I do not
15 believe so. At some point after the second
16 time, I may have. I don't recall.

17 Q. When I say -- let's say before you
18 realized there was a mistake in the transfer
19 of funds, did you have any conversation with
20 Bill Meedley (sic) after you transferred the
21 funds or wire the funds?

22 A. At some point, Mr. Gabbay emailed
23 me some -- what were described as wire
24 instructions. And they were encrypted. And

1 I believe, but I'm not certain, those
2 instructions came from his Gmail account. I
3 wrote back to him and told him that I could
4 not open the document, but I never heard
5 from him about that until days later, if at
6 all. I think that that email, the Gmail
7 account email came right around the time
8 that this wire happened.

9 Q. When you couldn't open up the
10 encrypted document, did you call Cliff
11 Rieders?

12 A. No.

13 Q. Did you try to call Jeff Gabbay
14 regarding it?

15 A. No.

16 Q. I believe this is the document
17 you're referring to, which is Bates stamped
18 CL-00052, where it's from -- excuse me.
19 It's, actually, from Mr. Gabbay's Argaman
20 Tech account to yourself, copied Cliff
21 Rieders and Shoshana Gabbay, dated July 18,
22 2019 at 6:29 a.m. The subject, wire
23 instructions. It appears that the wire
24 instructions are in some kind of a Word

1 document.

2 Hi Bernie. We finally got the
3 wire instructions for the account. Kindly
4 transfer all the money in the account to
5 attached account. Obviously the transfer
6 charges should be reduced from what is being
7 sent. Please confirm back with the exact
8 amount of the transfer. Thanks and best
9 regards - Jeff.

10 This was July 18th where your
11 transfer of the wire funds to the Hong Kong
12 bank happened two days earlier.

13 When you received this Gmail --
14 when you received this email -- excuse me --
15 did it raise any red flags for you that
16 there was some confusion or issues with the
17 prior wire instructions?

18 A. Yes.

19 Q. And what action did you take after
20 receiving this email on July 18th?

21 A. I believe I responded shortly
22 thereafter and told Mr. Gabbay that I was
23 unsure what he was referring to, that the
24 monies had already been wired to a -- I

1 don't know if I said a Hong Kong bank, but I
2 said they've been wired out.

3 At that point, I emailed Mr.
4 Rieders told him about the conversation -- I
5 think it was at that point -- about what had
6 gone on. And at that point, it seemed to me
7 that there was a problem.

8 I read this email, and as I read
9 it again, it looks to be from Mr. Gabbay
10 himself inasmuch as he does not seem to
11 understand or know that the monies were
12 wired. And even though it comes from his
13 Argaman account, as the other emails did,
14 this one it seems to me he didn't know what
15 had happened to the money at that point in
16 time. There was the trip wire for me.

17 Q. Did you take any immediate --

18 A. I'm sorry. I didn't mean to
19 interrupt you.

20 When I was referring to an email
21 that was sent to me encrypted, this is not
22 it.

23 Q. So you actually received the wire
24 instructions on July 18th?

1 A. These were the wire instructions
2 that I received that set off the alarm
3 bells.

4 Q. Did you take any steps to reverse
5 the wire transfer to the Hong Kong bank?

6 A. Yes.

7 Q. And did you take any steps on July
8 18th?

9 A. I don't know with certainty. I
10 know at some point in time that I contacted
11 WSFS to have those monies returned back.
12 And don't hold me to this, my recollection
13 was that they were told by the Hong Kong
14 bank that the only way we could get them
15 back was by way of some legal process. What
16 I subsequently learned, though, was that at
17 this point in time, the money was gone, out
18 of the account.

19 Q. You mean at the point in time you
20 got email, or the time you tried to reverse
21 the wire?

22 A. At the time I got the email, this
23 email, what I've subsequently learned is
24 that on July 16th or whatever day the money

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1 hit the Hong Kong account, it was pulled
2 almost instantaneously out of that account.

3 Q. Did you make any phone calls on
4 July 18th to Mr. Gabbay?

5 A. I don't think I called Mr. Gabbay.

6 I know at some point I
7 communicated with Mr. Rieders. I sent him
8 an email, told him I think there's a
9 problem, words to that effect. I believe he
10 called me or maybe I called him. Somehow or
11 another, Mr. Rieders and I spoke. You know,
12 that's when we both agreed we needed to get
13 the police involved. He may have given me
14 the name of the FBI field agent who handled
15 this sort of stuff at this call. But at
16 some point in this time frame, I did speak
17 with Mr. Rieders. I do not believe I spoke
18 to Mr. Gabbay, although, it's possible that
19 Mr. Gabbay and Mr. Rieders and I were on a
20 phone call. I can't rule that out to you.
21 But that would have occurred after it became
22 clear there was a problem.

23 Q. I'm going to go to a document
24 Bates stamped CL-00053. This appears to be

1 the wiring instructions.

2 A. Yes.

3 Q. I'm looking at it. For some
4 reason, it's dated 1/5/20. Do you know why
5 that is?

6 A. No, I didn't notice that before.

7 Q. And this is --

8 A. It might be a date that's buried
9 in the document when it's printed, that's
10 the date that shows up. I'm guessing.

11 Q. Right.

12 And this is wiring instructions
13 from Jeff and Shoshana Gabbay to the Bank of
14 New York Mellon.

15 Did you ever discuss with Mr.
16 Gabbay actually just sending him a check?

17 A. I don't know. I asked for
18 instructions on what to do with the money.
19 I got instructions. I followed the
20 instructions. Whether that, you know, as
21 we're sitting here today, you may be second
22 guessing my decision to do that, but this is
23 what I did.

24 Yeah, this is the email -- never

1 mind.

2 Q. Let me just make a record of it.

3 Bates stamped CL-00054, this is
4 the email, July 18, 2019 at -- very shortly
5 after they sent you the wiring instructions
6 -- just give me a moment here.

7 It's a reply to the wire
8 instructions, July 18, 2019 at 7:15 and 51
9 seconds a.m. from Bernie Conaway to Jeff
10 Gabbay, Cliff Rieders is copied. Where you
11 say:

12 Jeff, I am confused. The
13 settlement proceeds were wired on Tuesday as
14 you directed. As always, thank you.

15 Is there a reason why you didn't
16 keep Shoshana Gabbay on the email chain or
17 the email -- I keep on forgetting the term.

18 A. Thread.

19 Q. Email thread. I will get that
20 right at the end of this deposition. Email
21 thread.

22 A. Ron, I'm just going to give you a
23 preview of what happens as you get older:
24 Words like that just start disappearing.

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1 I don't know why I did not include
2 her. I don't know if it was intentional or
3 unintentional. I just don't know.

4 Q. Then there's a CL-00055 document,
5 Bates stamped. Appears to be a response by
6 Jeff Gabbay to yourself with Cliff Rieders
7 copied, and it says:

8 Bernie. Sorry. Once again, I got
9 the wrong Bernie. I think I need some
10 vacation to settle down my head. Too much
11 thinking lately. Sorry. So sorry for the
12 confusion. Thanks and best regards, Jeff.

13 What was your impression of this
14 email from Mr. Gabbay's Argaman Tech
15 account?

16 A. I believe this email followed a
17 prior email from Argaman Tech account where
18 there was some directions to, I'm going to
19 say an investment person, but I could be
20 wrong, about what to do with money. I may
21 have written back and said I didn't
22 understand why I was getting these. And I
23 think this is the response that -- this July
24 18th, 8:34 email is the response I got back.

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1 Q. Did you think this email was
2 actually coming from Mr. Gabbay?

3 A. Sure.

4 MR. POLIQUIN: Can we take a short
5 five-minute break, please?

6 (Break held.)

7 BY MR. POLIQUIN:

8 Q. Just going back to some of these
9 documents we were reviewing.

10 (Screen sharing.)

11 BY MR. POLIQUIN:

12 Q. This is the Bates stamp CL-00055.
13 Sorry, I got the wrong Bernie.
14 Did it find you a tad askew that
15 he said he got the wrong Bernie?

16 A. So my name is -- Bernie is not a
17 common name, but since 2016 when Bernie
18 Sanders ran for president, it seems like
19 there's more of us running around these
20 days.

21 So I can tell that the email that
22 prompted this -- or was the predecessor to
23 this was not directed to me just by the
24 subject matter of it.

1 Q. When you say -- what prompted this
2 then? I'm confused, because I thought what
3 prompted this was the prior email giving you
4 the wire instructions to the Mellon Bank.

5 A. No. There was an email from, I
6 assume now, the Argaman account and there
7 was some reference about dealing with a
8 financial person, I believe. And whatever
9 the message was was not relevant to me. And
10 I think I might have written back and
11 expressed some concern about I didn't know
12 what he was talking about.

13 Q. Because of the time chain here.
14 We have a July 18, 2019 email from Gabbay's
15 Argaman Tech account to you, Cliff Rieders,
16 Shoshana's copied, 6:29. This is where the
17 wire instructions come in for the Mellon
18 Bank, right? Correct?

19 A. If you can just bear with me a
20 second so I can get my glasses.

21 Q. Sure.

22 A. Correct.

23 Q. And in response to that, we have
24 an email from yourself to Jeff at 7:15 a.m.

1 saying you're confused, correct?

2 A. Correct. And on that same day,
3 your confused one comes in at 7:15 a.m. And
4 this email with the same subject line, wire
5 instructions, comes in at 8:34 a.m. not that
6 long after your confused email.

7 I'm trying to figure out you're
8 saying there was another email before this?

9 A. Yes. There was -- again, I'm
10 talking from memory, but my best
11 recollection is that what prompted this July
12 18, 2019, 8:34 email was an email from
13 either a day or two prior that was from the
14 -- I believe the Argaman account that I
15 could tell was not meant for me, and I must
16 have said something to the effect of that I
17 was confused. And then I got the 8:34
18 response that you're referring to.

19 Q. Well, it looks like you're
20 confused because you had already transferred
21 -- wired the funds to the Hong Kong account.

22 A. I think you're -- I think you're
23 twisting two threads together, Ron.

24 Q. Okay. I'm looking at a July 18,

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1 2019 email, the subject line is, wire
2 instructions, instructions with a small i.
3 From Mr. Gabbay to yourself, with Cliff
4 Rieders and Shoshana Gabbay copied with the
5 wire instructions, and we believe this is
6 actually from Mr. Gabbay, to the Mellon
7 Bank, correct?

8 A. Correct.

9 Q. Shortly after that, on the same
10 day, a little more than a half-hour
11 afterwards, you respond:

12 Am confused, the settlement
13 proceeds were wired on Tuesday.

14 You're responding -- just want to
15 make clear on these two emails. You're
16 responding to those wire instructions,
17 right?

18 A. I'm responding to the email that
19 you just had up.

20 Q. Right. Okay.

21 A. Yes.

22 Q. We're on the same page there.

23 Then that happens at 7:15 a.m. on
24 July 18th.

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1 Then on the same day, July 18th,
2 right, at 8:34 a.m. shortly after you're
3 saying you're confused, you get an email
4 from Mr. Gabbay's Argaman Tech account
5 saying:

6 Bernie, sorry. Once again I got
7 the wrong Bernie.

8 This is in the same email thread,
9 wire instructions with the i that is not
10 capitalized. I got the wrong Bernie, I
11 think I need some vacation sun on my head.

12 You don't think this is in
13 response to your confused email?

14 A. No. I think -- my best
15 recollection is that predating July 18th, I
16 had received an email from either the
17 Argaman or the Gmail account, I don't know
18 which, that was clearly not meant for me. I
19 must have responded to it. And I guess
20 coincidentally on the 18th, whoever is writing
21 this email at 8:34, responded back.

22 Q. You see that your confused email
23 is right underneath this email, right?

24 A. I do. I do.

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1 Q. Do you see why it looks like he's
2 responding to this?

3 A. Sure, I do. I also -- yes.

4 Q. All right. I just for my own
5 sanity, I want to make sure I'm, you know --

6 This looks like to be --

7 All right. So this all happens
8 July 18th. So this is the day that you know
9 it looks to be some kind of a mix up,
10 correct?

11 A. I believe so, yes.

12 Q. And I'm sorry if I asked you this
13 before. Did you take any action on July
14 18th and contact the bank to hold off on the
15 wire, to see if the wire could get reserved?

16 A. I contacted the bank, I'm not sure
17 when. I know at some point I learned from
18 the bank that there was legal process that
19 we were going to have to go through, which
20 was a difference from what had happened in
21 the first wire. At some point thereafter, I
22 had learned, and I don't recall when, that
23 the monies that were wired the second time
24 essentially bounced in and out of the

1 account, the Hong Kong account. So I wired
2 them. Shortly thereafter whoever had
3 control of that account, pulled them out.

4 Q. Do you know what the difference
5 was where the other -- well, in the first
6 wire transfer, you didn't actual request a
7 withdrawal to reverse the funds, it just
8 bounced back?

9 A. I did actually request a
10 withdrawal. I had -- there's a series of
11 emails between myself and Argaman where I
12 had tried -- I had reached out to WSFS to
13 find out what I could do to, you know,
14 recall the wire transfer. I spoke to
15 somebody at the bank, I'm going to say a
16 branch manager or a branch employee. They
17 told me they could not do it, but my --

18 Q. Okay. Just to make -- just to
19 clarify the record.

20 For the first -- when the first
21 transfer got reversed, you did not make that
22 request, correct? It just got reversed
23 because of some kind of audit from what your
24 belief is?

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1 A. I'm not sure why it got reversed.
2 I understood -- I was told that it was
3 reversed because of an audit of the account.
4 But I will tell you that I had also formally
5 requested that the money that was wired be
6 returned. I had talked to the woman at
7 WSFS, a branch person. I didn't -- my
8 conclusion at the end of that conversation
9 was they were not well informed. I
10 contacted WSFS legal department a couple of
11 times. I finally got a hold of somebody
12 there, and I was told I couldn't get the
13 money back. So I initiated the process.

14 Now, at some point, the money came
15 back. I don't know whether it came back
16 because of what I was told by either was an
17 audit, and therefore, the money could not be
18 deposited, or the money came back because I
19 had requested it. All I know is I got it
20 back.

21 Q. Understood.

22 And just for the clarity of the
23 record, you can't tell me whether you took
24 any actions with the bank on July 18th to

1 reverse the wire transfer?

2 A. I can't -- I can neither confirm
3 or deny. How is that? I know I did at some
4 point. Whether that happened on the 18th or
5 19th, which I think was a Friday, I don't
6 know as I sit here. I know I --

7 Q. Would you agree -- I'm sorry.

8 A. I walked over. At that point in
9 time, I think I was in my Wilmington office.
10 And I walked down the street to WSFS and I
11 spoke to the branch manager there. I don't
12 remember when that conversation -- when I
13 walked down, whether it was that day or the
14 day after, but I did have that conversation
15 with WSFS.

16 Q. Did you --

17 A. Somebody from WSFS -- I'm sorry,
18 Ron.

19 Q. I need to let you finish your
20 answers.

21 A. Somebody from WSFS's wire
22 department called me, and I think they may
23 have been the ones that told me the money
24 bounced in and out of the account. I'm

1 certain they were the ones that told me that
2 legal process was my resort at this point.

3 Q. So July 18th, you don't know
4 whether -- it could have happened July 18th,
5 you don't know whether it did happen July
6 18th?

7 A. Correct.

8 Q. Do you know, would it have
9 happened then by July 19th?

10 A. I'm fairly confident that I would
11 have acted before the end of the workweek.
12 Which, if I'm correct, the 18th was a
13 Thursday, the 19th was a Friday. Again, I
14 can't say with absolute certainty, but I
15 would be surprised that I would let this
16 problem fester over a weekend.

17 Q. Would you agree that time is of
18 the essence when an issue -- this kind of
19 issue comes up?

20 A. I agree.

21 Q. Did you fill out any forms at
22 WSFS?

23 A. I do not believe so, for neither
24 wire recall.

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1 Q. Would there be any kind of a
2 record which would demonstrate when you
3 actually made efforts to reverse the wire at
4 WSFS after the second transfer?

5 A. I think, but I am not certain that
6 I received an email from somebody in their
7 wire department. I'm not sure the timing
8 and nor am I even certain it's directly
9 related to what was going on on the
10 18th/19th. I remember -- I have a vague
11 recollection of some email communication
12 with somebody at WSFS. I know it was after
13 the second wire. What I don't know recall,
14 you know, is the precise nature of that
15 conversation or that email.

16 Q. Looking at document Bates stamped
17 CL-00056. It's an email from Mr. Gabbay's
18 Argaman Tech account to yourself, July 23,
19 2019. Do you recall what this document was?

20 A. No.

21 I was sent two things by Mr.
22 Gabbay. One was the encrypted -- or three
23 things. Excuse me.

24 One was the encrypted wire

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1 instructions or encrypted message, whatever
2 it was. The other was a fax, which I had
3 never received from him before. And then
4 the last or the third was the actual wire
5 instructions that we've already looked at.

6 I don't recall what this is, to be
7 honest with you.

8 Q. It looks like you sent him an
9 email, CL-00057, in response to the document
10 that you can't open. You say:

11 I received this email from you but
12 cannot open it. Please advise.

13 A. Okay.

14 Q. Did you make a phone call to Mr.
15 Gabbay at that point?

16 A. No, I believe this email was my
17 response.

18 Q. This looks to be an email. Let me
19 go to it. I think the next page will show
20 the whole email.

21 This is Bates stamped CL-00059.
22 It looks like there was an email from Mr.
23 Gabbay to yourself from the Argaman Tech
24 account with Cliff Rieders copied on it,

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1 July 23, 2019, 4:13. Where this is the
2 subject line. There was no actual substance
3 in the actual email. And Cliff Rieders is
4 responding:

5 I thought it was done a while ago.

6 So if July 18th happens and that's
7 when you kind of get notice that there's a
8 problem with this wire transfer. And now
9 we're on the Tuesday the next week, July
10 23rd, it appears that both Mr. Gabbay --
11 neither Mr. Gabbay nor Cliff Rieders knows
12 that there was a problem with the wire
13 transfer based on these two emails.

14 Did you have any communications
15 with them between the 18th and the 23rd
16 that, hey, we have a problem?

17 A. I don't know.

18 And let me step back for a second,
19 Ron. I don't -- I'd have to be looking at
20 the entire package of emails to make sure I
21 have my dates correct. I think what Cliff
22 Rieders is saying here is he understood that
23 the wire transfer was done some time ago.
24 And I'm certain I told him about it. I

1 think, again, he had been on vacation either
2 while the wire transfer happened or shortly
3 after. I need to be clear. I'm only -- on
4 the dates, I'm only as good as what the
5 emails reflect.

6 Q. Okay. And I'm trying to go -- it
7 looks like most of your emails go in some
8 type of sequential order with some times
9 there a little altogether, but for the most
10 part, they're following a sequential order.

11 In your production of documents, I
12 assume you just gave us all the emails that
13 you had?

14 A. I believe I did. I will, you
15 know, just for clarify sake, I'll go back
16 and make sure I didn't leave anything out.
17 Loren is likely going to kill me for doing
18 it or offering to do it, but I'll go back
19 and make sure I didn't leave anything out.

20 Q. Understood.

21 MS. BARRON: That's fine. We can
22 do that, but that's a discussion maybe for
23 off the record, Ron.

24 MR. POLIQUIN: That's fine. And

1 I'm just trying to get to the heart of it,
2 the timing of these emails.

3 BY MR. POLIQUIN:

4 Q. Would you agree that this email
5 appears that Jeff Gabbay is asking, you know
6 -- he's asking if the transfer was made?

7 A. So between the first wire --

8 MS. BARRON: I'm going to object,
9 and ask for that to be repeated because I
10 didn't understand the question there and --

11 BY MR. POLIQUIN:

12 Q. Okay. Now, I'm just going by
13 there's a Tuesday, July 23rd email from Jeff
14 Gabbay's Argaman Tech account to yourself
15 and Cliff Rieders, and the only content of
16 the email is the subject line, was the
17 transfer made yet.

18 Does that indicate to you that he
19 knows that there was an issue that -- does
20 that -- did you -- excuse me. Let me
21 rephrase the question.

22 Based on that question, is it your
23 impression that Mr. Gabbay knew that the
24 money was transferred to a wrong account as

1 of this date?

2 A. I don't know what I thought on
3 that date, but I will tell you that between
4 the first wire transfer and whenever it all
5 hit the fan, I had responded back to Mr.
6 Gabbay, likely to the Argaman account, to
7 tell him the monies that been transferred.
8 I had received some email communications
9 from him, I believe, through his Gmail
10 account. And I told him in those emails
11 that the money had been transferred. And,
12 for example, I knew the email contained the
13 document that I couldn't open up. I never
14 received his response back.

15 Q. Okay. Did Mr. Rieders know that
16 the funds were sent to an incorrect account
17 as of Tuesday, July 23rd?

18 A. I couldn't tell you what Mr.
19 Rieders knew.

20 Q. Did you communicate that to Mr.
21 Rieders?

22 A. At some point when it became clear
23 that there was a problem, I emailed him
24 promptly.

1 Q. I believe your --

2 A. I don't remember the date. And,
3 again, I've got -- in order to be accurate
4 with you, I need to have that entire package
5 of documents in front.

6 Q. I believe it was your testimony
7 that July 18th was the date where there was
8 the red flags as far as that the money was
9 transferred to an incorrect account based on
10 Mr. Gabbay's email with instructions.

11 A. What I did --

12 MS. BARRON: Objection.

13 THE WITNESS: I'm sorry.

14 BY MR. POLIQUIN:

15 Q. You can answer the question.

16 A. I think my lawyer is supposed to
17 tell me I can do that.

18 Q. I'm sorry.

19 MS. BARRON: You're asking the
20 same question you asked prior. Is there
21 something new there, Ron?

22 BY MR. POLIQUIN:

23 Q. Well, I'm just -- I believe that
24 you stated -- I'm just kind of restating

1 what your testimony was, trying to make sure
2 I get it accurate is that on July 18, 2019
3 is the first time you believed there was an
4 issue regarding the wiring of the money to
5 the Hong Kong bank account.

6 A. I do not believe that Mr. Gabbay
7 ever responded to that July 18th email. So
8 while I might have had some concern, I never
9 heard back from Mr. Gabbay to confirm my own
10 concern. I'm starting to think that July
11 18th was not the day when we all learned
12 that there was a problem. It was likely the
13 following week.

14 At some point, Mr. Gabbay got back
15 to me. At some point, I told him that the
16 money had been wired. At some point, he
17 emailed me and said, you know, you sent it
18 to the wrong place. At some point, I told
19 Mr. -- I brought Mr. Rieders into the
20 conversation. And from there, the rest of
21 this mess unfolded.

22 Q. Is there any reason why Mr. Gabbay
23 -- that you can think of, Mr. Gabbay would
24 send you wiring instructions to send the

1 funds to a bank when the bank -- you had
2 already previously sent funds to another
3 bank?

4 A. I can't tell you what Mr. Gabbay
5 was thinking. I know that when I saw that
6 email on July 18th, I was scratching my
7 head, to which I responded, you know, I
8 wired the monies, whatever, several days
9 ago.

10 Q. Looking at an email Bates stamped
11 CL-00060, July 25, 2019, that's a Thursday
12 of the next week, 1:24 a.m. You guys all
13 keep late hours, I think. From Mr. Gabbay
14 to Bernie Conaway, yourself with Cliff
15 Rieders copied. It says:

16 Hi, Bernard. You received
17 instructions to transfer via fax this
18 morning with my signature as authorization.
19 No files that can't be open. Thanks, Jeff.

20 When you received this email, were
21 you -- what was your mindset?

22 A. I'm speculating to some extent,
23 but I know it was -- I was concerned. I'd
24 never received a fax. I think this was the

1 only response I received in response to my
2 July 18th email telling Mr. Gabbay that the
3 money had already been transferred.

4 Q. At this point in time, why don't
5 you make a phone call to either Mr. Gabbay
6 or Mr. Rieders regarding this confusion?

7 MS. BARRON: Objection to form.

8 THE WITNESS: I don't know that I
9 didn't. I don't believe I spoke to Mr.
10 Gabbay then. I know with certainty I spoken
11 to Mr. Rieders at some point around this
12 time frame.

13 BY MR. POLIQUIN:

14 Q. This is a Bates stamped, CL-00061.
15 It appears to be a fax.

16 Is that -- you received this fax?

17 A. I presume so, yes.

18 Q. It says, Dear Bernard.

19 Did Mr. Gabbay refer to you as
20 Bernard ever?

21 A. You know, I don't remember.

22 Q. Okay. And it talks about
23 disbursing funds holding in escrow from the
24 Cupron settlement instructions. And it's to

1 a Citi Bank address.

2 A. Correct.

3 Q. Is that Mr. Gabbay's address?

4 A. The bank address?

5 Q. No. His address on the bottom.

6 Excuse me.

7 A. Oh, I have no idea. I may have
8 known his address at sometime. To sit here
9 and look at it right now, I have no idea.

10 Q. To a -- I'm sorry.

11 A. I know he's in Israel. That's the
12 best I can say.

13 Q. What steps did you take after
14 receiving this fax?

15 A. I imagined that I responded back
16 to Mr. Gabbay, but I don't have a specific
17 recollection of that.

18 Are these instructions all the
19 same?

20 Q. I believe so. These are kind of
21 copies of copies.

22 A. Okay.

23 Q. And it talks about \$15,000 for
24 repayment of a loan for legal fees.

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1 Do you have any idea what that
2 \$15,000 is for?

3 A. I can only go based on what the
4 document says to Sinka Adele (ph). I don't
5 know anything about a loan for legal fees or
6 didn't.

7 Q. Did you take -- did you actually
8 take any of these actions regarding the
9 transfer of funds?

10 A. At this point, the funds were
11 gone. They had been transferred. There was
12 nothing to transfer on this day.

13 Q. Subsequently did you verify
14 whether the fax was legitimately from Mr.
15 Gabbay or not?

16 A. I don't recall. Again, I'd have
17 to see the email strings.

18 Q. I believe these are the same
19 documents. This is a July 26th -- Friday,
20 July 26, 2019 email. The Bates stamp is
21 CL-00064, from Mr. Gabbay's Gmail account to
22 yourself with Cliff Rieders copied. And it
23 says:

24 For security reasons, I'm sending

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1 you the transfer details via fax and not
2 email. Please acknowledge when you have
3 received the fax with my signature.
4 Regards, Jeff.

5 What actions did you take after
6 receiving this email?

7 A. Again, I do not specifically
8 recall, but my practice would have been to
9 respond.

10 Q. Okay. We're looking a document
11 Bates stamped CL-00065. This is an email
12 responding to that transfer subject email on
13 July 27th, Saturday, at 11:28 a.m., Cliff
14 Rieders is copied on it to Mr. Gabbay's
15 Gmail account.

16 I received your fax; however, I am
17 confused by it. Upon instructions, I
18 previously wired all of the remaining
19 settlement proceeds to your Hong Kong bank.
20 Hence, I have nothing to wire. Please help
21 me understand what you need me to do.

22 Then I'm going to say the Bates
23 stamp CL-00066, Mr. Gabbay sends you an
24 email from his Gmail account with Cliff

1 Rieders copied, what Hong Kong bank, three
2 question marks.

3 At this point in time, did you
4 know there was something wrong with the
5 previous wire transfer?

6 A. Yes -- well, it was first and
7 foremost in my mind that there was a
8 problem.

9 Q. Now, based on the fact that you
10 have -- it appears that you have these
11 conflicting emails that are communications,
12 did you think that you should schedule a
13 phone call with Mr. Gabbay at that time
14 because the emails have been compromised?

15 A. I did not at that point in time, I
16 don't think, understand that his email had
17 been compromised. I learned that in a
18 subsequent conversation with Mr. Rieders.

19 Q. I want to look at a document
20 that's Bates stamped CL-00067. This is an
21 email from Mr. Gabbay to yourself with Cliff
22 Rieders copied on it, Saturday, July 27,
23 2019, at 1:47:09 seconds p.m. where it says:

24 You received a false email from a

1 hacker.

2 At that point in time, what steps
3 did you take -- did you call Mr. Gabbay at
4 that time?

5 A. I don't believe I did. I believe
6 that I emailed Mr. Rieders and put him on
7 alert or notice that there appeared to be a
8 problem.

9 And I believe, this email sequence
10 refreshes my recollection to some extent,
11 this is when it was clear to me that things
12 had gone south. This is when I emailed Mr.
13 Rieders to tell him about the problem. And
14 it was probably this weekend, you know,
15 around the day of this email that I spoke to
16 Mr. Rieders. I think it was -- I believe
17 that conversation was on a Saturday or a
18 Sunday.

19 Q. I did not see any responses to
20 this email -- excuse me -- from yourself to
21 Mr. Gabbay with Cliff Rieders on it.

22 Do you recall responding to this
23 email when he says you received a false
24 email from a hacker, or did you cut off

1 communication at that time?

2 A. No, I never cut off --

3 MS. BARRON: Objection.

4 BY MR. POLIQUIN:

5 Q. Or did you -- excuse me.

6 Do you remember -- I'm sorry.

7 After this, do you know why you
8 didn't respond to this email from Mr.
9 Gabbay?

10 A. I do not know that I did not
11 respond.

12 Q. Okay.

13 A. I realize there was a double
14 negative in there, but...

15 Q. I'm looking at a copy of a
16 complaint referral from Internet Crime
17 Complaint Center. The Bates stamp is
18 CL-00068. It appears that the date is
19 7/30/19.

20 Was this complaint filed by you?

21 A. It was filed by me.

22 Q. And what complaint -- what's an
23 IC3 Complaint?

24 A. My understanding of it is that it

1 is a report that you are directed to file
2 with the FBI in the event that you have been
3 the victim of fraud by international wire.

4 Q. And what prompted you to file the
5 complaint?

6 A. I don't know if it was a
7 conversation with Cliff Rieders. I don't
8 know if I did it on my own. I'm kind of
9 inclined to believe it was Cliff Rieders'
10 suggestion, because I know Cliff did give me
11 the name of an FBI agent with whom I spoke
12 before this form was filed about what to do
13 and, you know, what to expect and things of
14 that nature.

15 Q. And on Bates stamped CL-00069, it
16 appears this is the information you provided
17 to the FBI.

18 A. I believe so.

19 Q. Did you fill this out on the
20 internet or somewhere else?

21 A. Yes, it's an online form.

22 Q. And looking at Bates stamped
23 CL-00070, this is your description of the
24 incident to the FBI?

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1 A. It looks to be.

2 Q. Do you recall filling this out?

3 A. In a general sort of way, yes.

4 Q. When you say, "general sort of
5 way," did you actually type this, or did you
6 report it to somebody else and they gave you
7 a description, or how does that work?

8 A. I did it myself.

9 Q. What interactions did you have
10 with the FBI after filing this complaint?

11 A. I spoke to the special agent after
12 filing it, and -- yeah, I think his name is
13 Chris something or other.

14 Q. After speaking you him, any other
15 actions that took place?

16 A. With the FBI?

17 Q. Yes.

18 A. I don't think any further. I'll
19 be candid with you, what I got out of my
20 conversation thereafter was that the FBI
21 didn't do much about these IC3 reports.

22 Q. Looking at something Bates stamped
23 CL-00073, it looks like -- it says, eReport
24 Center Hong Kong Police Force. And the date

1 is I believe August 7, 2019.

2 What promised you to file -- is
3 this a -- this is a cyber crime report to
4 the Hong Kong Police, I assume?

5 A. I believe it is.

6 Q. And what prompted you to file this
7 report?

8 A. I know Mr. Rieders and I spoke
9 about doing it. I think he was going to
10 file it at first, and then he had some other
11 engagements or issues. I ended up doing it.
12 That's my best recollection.

13 Q. Any other interactions with the
14 Hong Kong Police?

15 A. Oh, yeah. I spoke to them on
16 several occasions. They had asked for more
17 documentation. I believe I sent it to them.
18 I had engaged the services of a corporate
19 researcher in Hong Kong. Yeah, this is the
20 report.

21 Q. What is the status of the
22 investigation at this point?

23 A. I do not know. At some point, Mr.
24 Gabbay and/or Rieders hired Hong Kong

1 counsel, and they asked me not to speak to
2 the Hong Kong folks anymore.

3 Q. How did they ask you not to speak
4 to the Hong Kong Police?

5 A. I'm going to say it was an email
6 in February of 2020, maybe January of 2020.
7 What happened was, their Hong Kong counsel,
8 Mr. Gabbay's Hong Kong counsel sent an email
9 to Mr. Gabbay, Mr. Rieders and myself and
10 asked for something. I don't recall what.
11 I responded back. At which point, the Hong
12 Kong counsel told me that I was contacted in
13 error, to take no further action.

14 Q. What is the status of the FBI
15 investigation?

16 A. I'm unaware of any status. And,
17 again, when I spoke to the agent after
18 filing the report, my conclusion was this
19 was a jaywalking ticket, as far as they were
20 concerned.

21 (Screen sharing ceased.)

22 BY MR. POLIQUIN:

23 Q. What other interactions did you
24 have with Mr. Gabbay after realizing --

1 other than emails that been presented, did
2 you have any other interactions with Mr.
3 Gabbay regarding the wiring of funds to the
4 Hong Kong account?

5 A. I know at some point after it
6 became clear there was a problem, Mr.
7 Gabbay, Mr. Rieders and I were on the phone.
8 I know we talked about it. There were a
9 series of emails going back and forth
10 between the three of us. At some point, Mr.
11 Gabbay got his son who I think his name is
12 Zvi involved. Zvi is a -- I think he's a
13 U.S. lawyer. He might be an Israeli lawyer.
14 Or at least he works for a U.S. firm. I
15 spoke to Zvi about what had happened. I
16 don't know if I talked to him once or twice,
17 but I did talk to him. I did talk to Cliff,
18 you know, on and off during the time period
19 up until about October-ish.

20 Q. What communications did you have
21 with the son regarding the funds? What were
22 the substance of those communications?

23 A. He just wanted to know what
24 happened. So I relayed to him the story as

1 best as I could. I may have sent him -- I
2 sent him some documents, too, I believe, by
3 email.

4 Q. And when you communicated, what
5 was it, by telephone?

6 A. We did have at least one phone
7 conversation, maybe two. I did communicate
8 with him by email. We were -- between his
9 schedule and mine, we kept missing each
10 other. So, you know, there's email
11 correspondence back and forth, hey, I can't
12 make it, can we do this a little later.
13 Just things of that sort.

14 Q. Now, regarding when you actually
15 received the funds from Cupron, you
16 segregated those settlement proceeds in a
17 trust account pursuant to the rules of trust
18 and responsibility, correct?

19 A. I segregated those funds according
20 to what I understand the rules of
21 professional conduct to require.

22 Q. What was your process and
23 procedure in regard to your fiduciary
24 responsibilities regarding Mr. Gabbay's

1 funds in your trust account?

2 A. I understood my responsibility --
3 fiduciary responsibility to pay attention to
4 my client's direction.

5 Q. Did you conduct any sort of
6 Patriot Act search as required by law when
7 transferring money out of the U.S.?

8 A. I did not.

9 Q. Are you familiar with the Bank
10 Secrecy Act and Anti-Money Laundering Rules
11 and Regulations?

12 A. Only in the most general terms.

13 Q. And what is your understanding?

14 A. That there are reporting
15 requirements associated with those kinds of
16 transfers. I presume that they were imposed
17 upon the bank, not me, though.

18 Q. Did you do any research into that
19 before transferring the funds?

20 A. I did not.

21 Q. Regarding any continuing legal
22 education, have you had any regarding
23 spotting the classic red flags (audio
24 distortion) --

1 THE COURT REPORTER: I'm sorry,
2 Counsel. You broke up there.

3 MR. POLIQUIN: I'll repeat the
4 question.

5 BY MR. POLIQUIN:

6 Q. Have you had any continuing legal
7 education in spotting (audio distortion) --

8 THE COURT REPORTER: I'm sorry,
9 Counsel. You broke up there. Sorry.

10 MR. POLIQUIN: Sorry. That's all
11 right. I can say it again.

12 BY MR. POLIQUIN:

13 Q. Have you had any continuing legal
14 education in spotting the classic red flags
15 of fraud?

16 A. Prior to this incident, I don't
17 believe so.

18 Q. Do you recall meeting with Cliff
19 Rieders after this incident happened?

20 A. I do.

21 Q. And can you -- when did you meet
22 with Cliff Rieders?

23 A. I'm going to say it was either
24 September or October in Philadelphia. He

1 had a hearing. I needed to speak to him
2 personally. So the fact that he was coming
3 from Williamsport down to Philadelphia was a
4 convenient time for us to meet, both of us
5 to meet.

6 MR. POLIQUIN: Hold on one second.
7 Let me turn down this fan here.

8 (Break held.)

9 BY MR. POLIQUIN:

10 Q. So you believe it either happened
11 September, October?

12 A. Yes.

13 Q. And did you say you had to meet
14 with him personally or he had to meet with
15 you personally? I didn't --

16 A. I'm not sure -- I'm not sure the
17 answer to that question. I know that I had
18 a need to talk to him. I expect he had the
19 need to talk to me. But who pushed the
20 meeting or who wanted to make sure it happen
21 as between the two of us, I don't know.
22 Both of us agreed to do it. That's all I
23 could tell you.

24 Q. And what was your need to meet

1 with him about?

2 A. I had told Cliff that I had
3 insurance, which was not true. And I felt
4 the need to clear that up. I thought it was
5 important to do it in person as opposed to
6 on the phone. I made a mistake. And, you
7 know, I felt like I needed to do more than
8 just send an email or pick up the phone and
9 call.

10 Q. Did you ever have any other
11 discussions with Cliff Rieders regarding
12 your role and with respect to the transfer
13 of Mr. Gabbay's funds?

14 A. Yeah, I'm not sure I understand
15 your question, in terms of timing.

16 So, yes, did I ever speak to Cliff
17 Rieders about, yes --

18 Q. I'm going to ask you prior to this
19 lunch. You stated that you had a
20 communication with him where you
21 misrepresented that you had legal
22 malpractice insurance.

23 Did you ever have a conversation
24 with him prior to this lunch taking any kind

1 of responsibility regarding your role in the
2 transfer of Mr. Gabbay's funds?

3 A. I don't believe I took
4 responsibility for the outcome. I did
5 express regret at the outcome. As I said
6 early on, this is not a result that anybody
7 wants to be associated with. And I surely
8 didn't want to, you know. I felt bad for
9 Mr. Gabbay. I still do. But I don't know
10 that I've ever said that this was my fault.
11 And I, you know --

12 Q. Do you accept any kind of
13 responsibility in the result?

14 MS. BARRON: Objection.

15 THE WITNESS: At the time, what I
16 knew, what was validated to me by
17 communications and other things, I don't
18 think I did anything wrong, and I still
19 don't think I did anything wrong. If you
20 told me this was going to happen or if you
21 told me that the email account wasn't safe,
22 I'm certain I would have done, interacted
23 differently.

24 BY MR. POLIQUIN:

1 Q. Did you feel like you had any
2 obligations to do any further due diligence
3 outside of email confirmations before you
4 transferred the funds either the first or
5 the second time?

6 A. Things that I learned or were told
7 were validated by, for example,
8 communications with Cliff Rieders, you know.
9 He's telling me in late June that they're
10 going to a financial advisor. You know,
11 days later, I see that they're going to the
12 financial advisor on the day I believe that
13 Cliff said they were going. There were
14 email communications where the language that
15 Mr. Gabbay used was identical to the
16 language that he had used in the past. I
17 had responded to Mr. Gabbay during the
18 course at least in between the first and
19 second, and then thereafter the second
20 transfer to which he never responded. And I
21 don't know whether those communications were
22 entirely to the Argaman account. My
23 inclination is they -- or recollection is
24 that they were not. But I never received a

1 response. So it was -- I didn't see
2 anywhere where I had run into a situation
3 where there was a risk that I needed to
4 account for.

5 Again, my relationship with Mr.
6 Gabbay was largely through Mr. Rieders. I
7 continued that point of relationship. At
8 the point in time when the wire transfer
9 occurred, it was limited to Mr. Gabbay.
10 But, again, that wouldn't have been unusual
11 because there was no need to involve Mr.
12 Rieders in wire fund transfer issues because
13 I didn't need to set up another billing
14 event for Mr. Gabbay. I had stopped billing
15 Mr. Gabbay in February because of the mess
16 that Cupron had created. I felt bad for
17 him. I still, again, you know --

18 So the answer to your question is
19 no.

20 Q. Thank you.

21 So you had this lunch with Cliff
22 Rieders in September, October. What was
23 discussed -- excuse me.

24 What did you tell Cliff Rieders at

1 this lunch?

2 A. My best recollection is that I
3 told him I would write to Jeff Gabbay and
4 express my concern for the outcome. And I
5 think I may have agreed to make some sort of
6 effort to compensate him for his loss.

7 Q. What does that -- when you say,
8 "compensate him for his loss," what does
9 that mean?

10 A. I'm not sure I could make that any
11 clearer. Pay him money.

12 Q. Okay. So his loss was the
13 400,000-plus, basically. And you said you
14 would make some kind of effort to compensate
15 him for his loss is what your representation
16 was to Mr. Rieders?

17 A. I believe that's correct, yes.

18 Q. Anything else that was said that
19 you recall?

20 A. I'd have to look at the -- there
21 was an email that I sent to, I don't know if
22 it was both Mr. Gabbay and Mr. Rieders or
23 just Mr. Gabbay where I laid out some
24 things. I don't recall all the sum and

1 substance of what was in that email other
2 than what I've already said. So could there
3 have been other things? Yes, there could
4 have been.

5 Q. What did Mr. Rieders say to you in
6 that lunch?

7 A. He was disappointed, rightfully
8 so, that I had not been truthful with him.

9 Q. When you say, "truthful" you're
10 regarding the insurance coverage?

11 A. Yeah.

12 Q. Anything else he was disappointed
13 in?

14 A. Not that I recall. I know we
15 talked about how to move forward. I think
16 it's at that point that there was some
17 discussion about, you know, trying to do
18 something for Mr. Gabbay. There may have
19 been other things discussed, Ron. I just
20 don't recall.

21 Q. I'm going to show you a document.

22 (Screen sharing.)

23 BY MR. POLIQUIN:

24 Q. If you want to take a minute to

1 read this. What I'll represent to you, it
2 looks like a letter being emailed to
3 yourself after that luncheon meeting which
4 he says happened on October 2nd. And then I
5 can ask you some questions about it. Maybe
6 it will help you just to read it before I
7 ask questions rather me just --

8 MS. BARRON: I need to read
9 it.

10 THE WITNESS: You've got to stop
11 scrolling, Ron.

12 MS. BARRON: Can you make it a
13 little larger? Thank you.

14 MR. POLIQUIN: Let me know how
15 large it needs to be.

16 MS. BARRON: I don't believe the
17 second page said much, did it?

18 MR. POLIQUIN: Well just --

19 MS. BARRON: Okay.

20 BY MR. POLIQUIN:

21 Q. Does this look like an email that
22 you received from Mr. Rieders after the
23 lunch?

24 A. It is.

1 Q. Does this accurately represent the
2 discussions at the lunch between you and Mr.
3 Rieders?

4 A. No.

5 Q. Okay. And what do you disagree
6 with?

7 A. The third paragraph even more
8 importantly.

9 Q. What do you disagree about the
10 third paragraph ? Excuse me.

11 What do you disagree about the
12 third paragraph?

13 A. I did not take responsibility, nor
14 did I acknowledge neglect.

15 I want to put this email in
16 context. Cliff was slowly morphing into a
17 litigation position, and I could see that.
18 I was careful when I spoke to him. And when
19 I got this letter from him, I was much more
20 caution dealing with him thereafter.

21 Q. Did he morph into litigation
22 position prior to the lunch or during the
23 lunch or right after the lunch?

24 A. No, I could just see a change in

1 his attitude as we were moving forward.
2 After the lunch I was convinced especially
3 by some of the emails he sent me that this
4 was more of a litigation prep than anything
5 else. I think the follow-up email that I
6 eventually sent to Jeff was gouged in terms
7 of a settlement offer under 408.

8 Q. Anything other than the third
9 paragraph that you disagree with?

10 A. I'm not sure that I understood or
11 agreed with the next paragraph. My
12 recollection is that Cliff had a bigger view
13 or a broader view of whatever it was we had
14 discussed about settlement or paying Jeff.
15 I never ever -- well, I don't recall there
16 being any discussion about me retaining a
17 Hong Kong attorney. I didn't see that as
18 the critical point, though.

19 Q. When you talked to him, talked to
20 Mr. Rieders about compensation to Mr.
21 Gabbay, what was your -- what was the
22 discussion with Mr. Rieders regarding how
23 you would compensate Mr. Gabbay? I mean, we
24 know money. That's a broad -- that's a

1 pretty broad term, money. What was your
2 notion of what Mr. Gabbay -- how you would
3 compensate Mr. Gabbay?

4 A. That was set out in a settlement
5 communication. I think able to refuse to
6 answer that question on the record.

7 Q. Okay. If you were not -- if
8 you're not responsible or didn't do anything
9 incorrectly, why would you make that offer
10 to compensate Mr. Gabbay?

11 MS. BARRON: Objection.

12 THE WITNESS: Because I --

13 MS. BARRON: Don't answer that.

14 THE WITNESS: I -- I felt bad then
15 about what happened. I still feel bad about
16 what happened. And it is -- you know, I
17 felt that if I could help him, I would. It
18 was -- believe me, if I could have rounded
19 up \$426,000 and given it back to him, I
20 surely would have, regardless of fault. I
21 do not like being associated with this kind
22 of a mess. I do not like clients ending up
23 in this sort of position. I would have done
24 what I could to try and fix it.

1 BY MR. POLIQUIN:

2 Q. And when you -- I take it that you
3 made what you consider a privilege
4 settlement offer subsequently after this
5 email; is this what your representation is?

6 A. Yes.

7 (Screen sharing ceased.)

8 BY MR. POLIQUIN:

9 Q. Regarding the structure of your
10 LLC, you are the only member of the LLC?

11 A. I am.

12 Q. You're a hundred percent owner?

13 A. Yes.

14 Q. Now, would you agree that it would
15 have been simple and prudent to speak to the
16 client prior to transferring this amount of
17 money in a wire transfer to a foreign bank?

18 A. I never saw it as necessary. My
19 relationship was -- in dealings with Mr.
20 Gabbay were most entirely by email over the
21 course of two years. The communications and
22 the things that I was hearing, reading were
23 confirmed by other events or other people.
24 I think in retrospect we can always look

1 back and think we would have done something
2 differently. But given what I knew then and
3 what was happening then, I didn't think it
4 was necessary.

5 Q. I'm going to show you another
6 document. I'll give you time, both you and
7 your attorney to read over this.

8 (Screen sharing.)

9 BY MR. POLIQUIN:

10 Q. And I'll make it bigger and slide
11 it down.

12 It was a memo that Cliff Rieders
13 drafted regarding his meeting with you.
14 I'll bring it down here and I want you --

15 A. A little portly? You know what?
16 I'm done.

17 Q. You took it better than I would
18 take it.

19 A. I know the truth of the matter
20 here.

21 Q. If you want to read through this.
22 I'll have you read through the first four
23 paragraphs. I know it's a little lengthy.
24 And let your attorney read through it also

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1 before I ask you some questions about it
2 because I know you haven't seen it before.

3 A. I have not seen this before and do
4 not believe it's been produced.

5 (Document being read.)

6 BY MR. POLIQUIN:

7 Q. I'm going to ask you a few
8 question about this.

9 MS. BARRON: First of all, I'm
10 going to object to the introduction of the
11 entire letter --

12 MR. POLIQUIN: Okay.

13 MS. BARRON: -- on several
14 grounds. First of all, we've never seen it.

15
16 Number two, it's a confidential
17 settlement discussion.

18 And number three, it references
19 ODC matters, which are not permitted in this
20 litigation.

21 MR. POLIQUIN: Okay. I mean, I
22 understand that. I still would like to ask
23 a few questions regarding it --

24 MS. BARRON: You may ask.

1 MR. POLIQUIN: -- with your
2 objections noted.

3 BY MR. POLIQUIN:

4 Q. Did you meet at the -- I'm just
5 going to go through a few factual matters in
6 the document as far as, did you meet at the
7 restaurant LaScala?

8 A. Yes.

9 Q. I believe the third paragraph --
10 excuse me. Not the third paragraph.

11 The fifth paragraph references the
12 insurance coverage issue which you have
13 acknowledged that you misrepresented, and
14 one of the reasons why you wanted to have
15 this lunch was to tell him that that was
16 untrue?

17 A. Correct.

18 Q. Is anything incorrect as far as
19 the two paragraphs, the paragraphs about the
20 insurance incorrect?

21 MS. BARRON: Objection. Mr.
22 Conaway did not write those paragraphs.

23 MR. POLIQUIN: I understand that.
24 I'm just asking if they're factually

1 incorrect.

2 THE WITNESS: I'm not sure I
3 understand what he's referring to when --
4 you see the sentence, it's about midway
5 down, it has "He then" it starts out? I'm
6 not sure what he's referring to there.

7 BY MR. POLIQUIN:

8 Q. Okay. Without going through the
9 veracity of the actual contents of the
10 document, there was a discussion regarding
11 your insurance coverage?

12 A. Yes, I told him I did not have it
13 and that I had been untruthful with him. I
14 was wrong.

15 Q. Going to the second page, it looks
16 like in the fourth paragraph he talks about
17 a copyright case regarding images. Is that
18 correct; did you discuss with him about that
19 case -- discuss that case with him?

20 MS. BARRON: Objection.

21 THE WITNESS: I don't know that I
22 should be answering this question in as much
23 as it clearly relates to settlement
24 discussions.

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1 I'll leave it at this: There was
2 discussion about a copyright case.

3 BY MR. POLIQUIN:

4 Q. Okay. Did either of you take
5 notes during this lunch meeting?

6 A. I know I did not. I didn't see
7 Mr. Rieders doing so.

8 (Screen sharing ceased.)

9 MR. POLIQUIN: If we could take a
10 short break, maybe a ten-minute break.

11 (Break held.)

12 BY MR. POLIQUIN:

13 Q. Mr. Conaway, your firm did not
14 have any policy on wire transfers, did it?

15 A. Specific wire transfers, no. But
16 handling client funds and things like that,
17 sure.

18 Q. Okay. How many times have you
19 transferred -- had done wire transfers in
20 your practice? Is it numerous times or a
21 handful of times?

22 A. I want to make sure I understand
23 your question. Are you asking me how many
24 times I've had either coming in or going

1 out?

2 Q. Yes.

3 A. Coming in, I would say frequently.
4 Many of my clients are overseas. A lot of
5 my casework is in the Court of Chancery. It
6 happens very quickly. And, you know I
7 require -- usually require a retainer before
8 I get even involved in a case. And
9 typically the only way to make that happen
10 as quickly as the Chancery Court's schedule
11 works is to have the funds wired, so...

12 Q. To actually transfer funds out via
13 a wire transfer, does that happen often?

14 A. No. I can tell you with certainty
15 it hasn't happened since Mr. Gabbay's
16 incident. And going forward, if I can avoid
17 it, I will.

18 Q. What about prior to Mr. Gabbay's
19 incident?

20 A. You know, I can't give you a very
21 good answer because I don't recall. Were
22 there transfers out, yes. Were there many,
23 no. Internationally, even less.

24 Q. Have you received any training on

1 spotting wire transfer fraud?

2 A. Before this incident, no.

3 Afterwards, yes.

4 Q. Were you the only individual at
5 your firm that was involved in the
6 transferring of the -- the wiring of funds
7 for Mr. Gabbay?

8 A. Yes.

9 Q. How many staff members do you
10 have?

11 A. You're looking at all of them.

12 Q. Okay. Do you have any policy
13 regarding the mandating -- mandate the
14 verification of contact information from all
15 parties involved in a wire transfer?

16 A. I apologize, Ron. I'm not sure I
17 understand what you're asking me.

18 Q. Does your firm have any policy
19 and/or practice regarding the verification
20 of information for all parties involved in a
21 wire transfer?

22 A. It does not. The monies that were
23 wired into my account from Cupron came to me
24 almost without warning. I mean, I knew they

1 were going to come. Nobody ever called to
2 verify anything. Most of my clients who are
3 out of the country sending me -- sending me
4 retainers, you know, I send them that
5 information by email.

6 Q. Have you ever received any
7 education or training that fraud is more
8 likely to occur via email?

9 A. As a general principle?

10 MS. BARRON: I'm going to object
11 to the question. I think you need to lay a
12 foundation for that.

13 BY MR. POLIQUIN:

14 Q. Now, there's different type of
15 communication, right? There's phone call
16 communication, there's email communication,
17 there's in-person conversations with
18 clients; would you agree?

19 A. Yes.

20 Q. And have you ever received any
21 education or training regarding that email
22 communication specifically is more
23 susceptible to fraud?

24 A. I don't know that I would say I

1 received specific training. Did I know that
2 there were problems associated with email
3 communications, yes. Did I know that before
4 I dealt with Mr. Gabbay, yes. Since dealing
5 with him and this problem, have I gotten --
6 have I educated myself, yes.

7 My entire relationship, though,
8 with Mr. Gabbay and Mr. Rieders was premised
9 on email communication. I think I estimated
10 I may have spoken to Mr. Gabbay on the phone
11 eight to ten times over two years. He was
12 in the country for his deposition. I did
13 talk to him then. But, you know, outside
14 something unusual like a deposition, it was
15 the rarity that I spoke to him.

16 Q. I'm assuming that the case, your
17 case where you represented Mr. Gabbay was
18 settled, right?

19 A. Yes, it was.

20 Q. And how did you receive
21 verification of settlement from Mr. Gabbay?

22 A. I'm not -- so --

23 Q. How -- excuse me. Maybe I can
24 rephrase the question.

1 How did you get -- how did he
2 communicate his authority to settle the
3 case?

4 A. I don't recall specifically, but I
5 know as a matter of course, I would never
6 settle a case without client's input and the
7 client's confirmation.

8 I can tell you that this was a --
9 trying to think of the right word here. The
10 settlement discussions here were
11 inordinately prolonged. They were
12 inordinately frustrating. And I was on the
13 phone or in email communication with Cliff
14 Rieders almost daily. I know Mr. Gabbay was
15 involved in some of those conversations,
16 some of those email communications, but I
17 know intrinsic inherently that I do not have
18 the authority to settle a case on my own.

19 Q. I wasn't questioning that.

20 What I was asking was how did you
21 get -- how did he say, yes, you can settle
22 this case?

23 A. I imagine it was by email.

24 Q. Did he also have to sign something

1 to settle, like a signed settlement
2 agreement?

3 A. I believe he did.

4 Q. Did you have any conversations
5 with Cliff Rieders via phone prior to
6 settling the case in terms of settling --
7 regarding the terms of settlement?

8 A. So here's where I'm having a
9 little difficulty with your question. The
10 case actually settled late February, early
11 March. It then took from that period of
12 time till the end of May to actually
13 document the thing.

14 So in the period leading up to
15 when we settled, there was communication
16 back and forth. Cliff Rieders and I were
17 frequently on the phone with Cupron's
18 Delaware counsel and Cupron's director, Jay,
19 whatever his name was, in settlement
20 discussions and trying to work through
21 issues. I know that those discussions were
22 relayed to Mr. Gabbay either by myself
23 and/or by Mr. Rieders. You know, the
24 specific terms of the settlement agreement,

1 I'm certain as we were hitting road bumps,
2 we were communicating, at least I was
3 communicating that with Mr. Gabbay. I'm
4 fairly certain Mr. Rieders was doing it as
5 well.

6 Q. Now, I think I know the answer to
7 this question, but you had no policy or
8 practice to if wiring instructions come via
9 email to confirm those instructions through
10 a previously verified phone number?

11 A. I did not confirm them by phone.
12 I confirmed them through other
13 communications with others and
14 communications with the client.

15 Q. Okay. I'm talking about regarding
16 the wiring of funds. When you say further
17 communications, you're talking about
18 exclusively via email, correct?

19 A. I am.

20 Q. So at no point did you -- your
21 firm at that time during this incident had
22 no policy or practice to confirm wiring
23 instructions initially coming through via
24 email with a verified phone call to a

1 verified number?

2 A. So I knew well enough that I
3 needed to confirm what I was doing. I
4 received that confirmation by way of
5 communications, email communications. I was
6 satisfied that I was on the right track.
7 Did I call Mr. Gabbay, did I feel the need
8 to call him before the wire transfer
9 occurred, no.

10 Q. So you, your firm did not have a
11 policy or practice to confirm wiring
12 instructions that were initially sent
13 through email through a call to a verified
14 -- a previously verified phone number?

15 A. If I had not had some confirmation
16 of third-party-type confirmation about what
17 was happening and when it was supposed to
18 happen and how it was supposed to happen, I
19 would have done more than relied upon email
20 communications. But as I've said, you know,
21 Cliff Rieders is telling me they're going to
22 meet with their financial advisors. Lo and
23 behold, they do. Conversations I'm having
24 with the client are familiar to me. If none

1 of that happened, would I have made a phone
2 call? I'd like to think I would, but, you
3 know, I'm second guessing myself.

4 Q. I'm not --

5 A. Something to confirm. I would
6 have done something to confirm my
7 instructions. What that was, yeah, I can't
8 -- I get your point.

9 Q. I understand.

10 I'm just confirming that your firm
11 did not have a policy and practice to
12 confirm the wiring instructions sent via
13 email through a phone call by a previously
14 verified phone number; that wasn't going to
15 be done on every wire instruction?

16 A. First, I do very few international
17 wires.

18 Secondly, I had a policy of
19 confirming. In this instance, a telephone
20 call did not seem to be needed based on my
21 interactions with the client and his
22 Pennsylvania attorney.

23 Q. Okay. I don't mean to belabor the
24 point. I just feel like you're not exactly

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1 answering the question.

2 What I'm asking you is, I'm just
3 confirming that your firm did not have the
4 policy and practice to confirm every wire
5 transfer that came via email with a phone
6 call by a verified phone number.

7 A. I think the answer to your
8 question is, you were correct; however,
9 there is always -- there was a policy
10 consistent with what I think our
11 professional obligations are to confirm the
12 client's instructions. In this instance, I
13 met that obligation in my mind by, you know,
14 third-party conversations, by other facts.
15 But did I pick up the phone and call Mr.
16 Gabbay, no, I did --

17 Q. All of that --

18 A. -- not to confirm the wire.

19 Q. I'm sorry. I didn't mean to
20 interrupt you.

21 All those other facts are related
22 to communication via email; is that correct?

23 A. I'm sorry?

24 Q. All those other facts that you're

1 referring to related to communications you
2 received via emails?

3 A. That's correct, so too did my
4 relationship two years prior, was almost
5 entirely by email.

6 Q. Did you ever communicate via the
7 WhatsApp?

8 A. Yes.

9 Q. How I'm not completely familiar
10 with WhatsApp. What is it exactly?

11 A. I am not very familiar with it as
12 well. It was a process of communicating
13 that either Mr. Gabbay or Mr. Rieders asked
14 to use after we, you know, found out there
15 was a problem. I had to download an app. I
16 didn't know how to use it at the time.

17 Q. How many --

18 A. Apparently --

19 Q. How many times did you communicate
20 with Mr. Gabbay through WhatsApp?

21 A. Oh, I don't know the answer to
22 that. More than once, I'm certain. How
23 much more, I don't recall.

24 Q. What about Facetime

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1 communications?

2 A. No. That was never --

3 Q. You never had a Facetime
4 communication with Mr. Gabbay?

5 A. No. I don't think I knew much
6 about Facetime communications before the
7 pandemic.

8 MR. POLIQUIN: I don't have any
9 other further questions. I don't know if
10 Ms. Barron does or not.

11 MS. BARRON: I do, and I'll be
12 brief.

13 - - -

14 EXAMINATION

15 - - -

16 BY MS. BARRON:

17 Q. Mr. Conaway, considering your
18 previous discussions with Mr. Gabbay about
19 his interests in Asia, his connections to
20 Hong Kong businesses and banks, did it come
21 to -- was it unusual or did it seem
22 surprising at all that he asked for the
23 money to be transferred to a Hong Kong bank?

24 A. No. I had spoke to Mr. Gabbay on

1 any number of occasions about his company.
2 The reason I had to speak to him about it
3 was because the litigation got bogged down
4 because his company Argaman was viewed as a
5 competitor to Cupron. And that is important
6 because in the context of a books and
7 records request, the court will go out of
8 its way to protect a company from a
9 competitor. So understanding Argaman's
10 setup and the technology and what they did
11 was a part of conversation that I had had
12 over the course of, you know, six to eight
13 months with Mr. Gabbay.

14 Q. And regarding the email, were you
15 ever informed prior to the transfer of funds
16 that Mr. Gabbay's email was compromised?

17 A. I was not.

18 MS. BARRON: That's all I have.

19 MR. POLIQUIN: I don't have any
20 follow-up questions at this time.

21 THE COURT REPORTER: Ms. Barron,
22 did you need to purchase a copy of the
23 deposition transcript?

24 MS. BARRON: Yes, please.

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1 Electronic.

2 THE WITNESS: Christy, I would
3 like to read.

4 - - -

5 (Witness excused.)

6 - - -

7 (Deposition concluded at 1:55
8 p.m.)

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BERNARD G. CONAWAY, ESQUIRE

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C E R T I F I C A T E

I do hereby certify that I am a Notary Public in good standing, that the aforesaid testimony was taken before me, pursuant to notice, at the time and place indicated; that said deponent was duly sworn to tell the truth, the whole truth, and nothing but the truth; that the testimony of said deponent was correctly recorded in machine shorthand by me and thereafter transcribed under my supervision with computer-aided transcription; that the deposition is a true and correct record of the testimony given by the witness; and that I am neither of counsel nor kin to any party in said action, nor interested in the outcome thereof.

WITNESS my hand this 16th day of August 2022.



Christy A. Traina
Notary Public

ASSIGNMENT NO.: 5298373

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BERNARD G. CONAWAY, ESQUIRE

Loren R. Barron, Esquire

lbarron@margolisedelstein.com

August 19, 2022

RE: Gabbay, Jeffrey v. Conaway Esquire, Bernard G Et Al
8/5/2022, Bernard G. Conaway, Esq. (#5298373)

The above-referenced transcript is available for
review.

Within the applicable timeframe, the witness should
read the testimony to verify its accuracy. If there are
any changes, the witness should note those with the
reason, on the attached Errata Sheet.

The witness should sign the Acknowledgment of
Deponent and Errata and return to the deposing attorney.
Copies should be sent to all counsel, and to Veritext at
(division email).

Return completed errata within 30 days from
receipt of transcript.

If the witness fails to do so within the time
allotted, the transcript may be used as if signed.

Yours,

Veritext Legal Solutions

Page 146 (A)

Gabbay, Jeffrey v. Conaway Esquire, Bernard G Et Al
Bernard G. Conaway, Esq. (#5298373)

E R R A T A S H E E T

PAGE 101 LINE 17 CHANGE Word Missing. Add "your"
between "upon" and "instructions"

REASON Word missing

PAGE 121 LINE 18 CHANGE "Caution" shold be "Cautious"

REASON Error

PAGE 122 LINE 6 CHANGE Error. "Gouged" should be
"couched"

REASON Wrong word.

PAGE _____ LINE _____ CHANGE _____

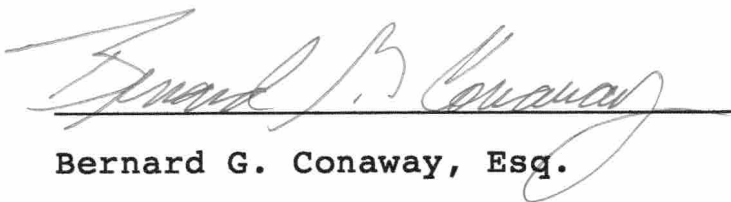
REASON _____

PAGE _____ LINE _____ CHANGE _____

REASON _____

PAGE _____ LINE _____ CHANGE _____

REASON _____


Bernard G. Conaway, Esq.

August 22, 2022

Date

Gabbay, Jeffrey v. Conaway Esquire, Bernard G Et Al
Bernard G. Conaway, Esq. (#5298373)

E R R A T A S H E E T

PAGE 13 LINE 4 CHANGE Add "How" between "about
and "many"

REASON Word missing

PAGE 34 LINE 12 CHANGE Change "say" to "saying"

REASON Incorrect word

PAGE 40 LINE 17 CHANGE Correction change "Gabbay to
"Cupron"

REASON Wrong word used.

PAGE 53 LINE 23 CHANGE Word is missing - unsure

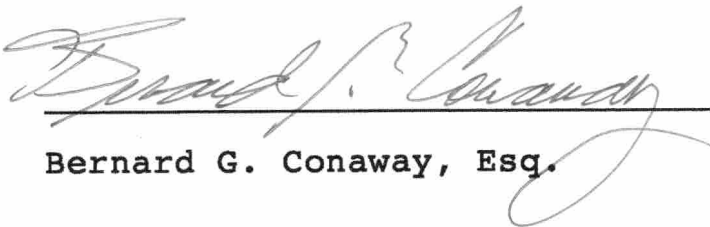
REASON _____

PAGE 57 LINE 9 CHANGE Correct "Lupron" to Cupron"

REASON Misspelled

PAGE 100 LINE 4 CHANGE Correction "Sinka Adele" to
"Simcha Edell"

REASON Misspelled


Bernard G. Conaway, Esq.

August 22, 2022

Date

1 Gabbay, Jeffrey v. Conaway Esquire, Bernard G Et Al
2 Bernard G. Conaway, Esq. (#5298373)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Bernard G. Conaway, Esq., do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed necessary as
7 noted above to be appended hereto, and that the same is
8 a true, correct and complete transcript of the testimony
9 given by me.

10
11 _____
12 Bernard G. Conaway, Esq.

_____ Date

13 *If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS
15 _____ DAY OF _____, 20____.

16
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18 _____
19 NOTARY PUBLIC
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EXHIBIT E

In the Matter Of:

JEFFREY GABBAY V.

BERNARD G. CONAWAY, ESQ.,

CLIFF A. RIEDERS, ESQUIRE

August 17, 2023



TO THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JEFFREY GABBAY,)
Claimant,)

V.)

) C.A. No. 1:20-cv-00743-GBW

BERNARD G. CONAWAY, ESQUIRE)
and CONAWAY-LEGAL, LLC,)
Defendants.)

TRANSCRIPT OF REMOTE DEPOSITION PROCEEDINGS:

DEPOSITION OF CLIFF A RIEDERS, Esquire, taken
remotely via Zoom Web Conferencing in Allentown,
Pennsylvania on Thursday, August 17, 2023, commencing at
9:00 a.m., before Cynetha Jade Harrison, RPR, CRR.

LEXITAS
999 Old Eagle Road
Suite 118
Wayne, PA 19087
(888) 267-1200

Cliff A. Rieders, Esquire - August 17, 2023

2

4

APPEARANCES:

On Behalf of the Plaintiff:

RONALD POLIQUIN, Esquire
 THE POLIQUIN FIRM, LLC
 1475 South Governors Avenue
 Dover, DE 19904
 Ph: (302)702-5501
 Email: Ron@poliquinfirm.com

On Behalf of the Defendants:

R. KARL HILL, ESQUIRE
 SEITZ, VAN OGTRUP & GREEN, P.A.
 222 Delaware Avenue, Suite 1500
 Wilmington, DE 19801
 Ph: 302-888-7604
 Email: KHill@SVGLaw.com

On Behalf of Cliff Rieders:

PAUL TROY, Esquire
 Kane, Pugh, Knoell, Troy & Kramer, LLP
 4 Sentry Parkway
 Blue Bell, PA 19422
 Ph: (610) 275-2000
 Email: PTroy@kanepugh.com

(Whereupon, an email (7-30-19) was marked as
 Exhibit No. 1, an email (8-2-19) was marked as Exhibit
 No. 2, a follow-up email (8-2-19) was marked as Exhibit
 No. 3, and a draft was marked as Exhibit No. 4, and the
 following occurred on the record:)

THE COURT REPORTER: The attorneys participating
 in this deposition acknowledge that I am not physically
 present in the deposition room and that I will be
 reporting this deposition remotely. They further
 acknowledge that, in lieu of an oath administered in
 person, I will administer the oath remotely. The
 parties and their counsel consent to this arrangement
 and waive any objections to this manner of reporting.

Please indicate your consent by stating your
 name and agreement on the record. Please also state any
 orders for transcription. Thank you, Counsel.

MR. HILL: Hi. Karl Hill --

MR. POLIQUIN: This is Ronald --

MR. HILL: And agreed. And we would just like
 the mini script of the deposition, please.

MR. POLIQUIN: Ronald Poliquin for the
 Plaintiff. We agree, and please send the e-file
 e-delivery.

MR. TROY: And Paul Troy, and I agree. I will
 take a copy of the transcript. Thank you.

3

5

INDEX TO WITNESSES

WITNESS	PAGE
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CLIFF A. RIEDERS

Direct Examination

By Mr. Hill

05

Cross-Examination

By Mr. Poliquin

n/a

Cross-Examination

By Mr. Troy

n/a

* * *

INDEX TO EXHIBITS

NO.	DESCRIPTION	MARKED
Rieders-1	email (7-30-19)	04
Rieders-2	email (8-2-19)	04
Rieders-3	follow-up email (8-2-19)	04
Rieders-4	draft	04

(Whereupon, CLIFF RIEDERS, having been called as
 a witness, was duly remotely sworn by the court
 reporter, and the following occurred on the record:)

MR. HILL: Okay.

DIRECT EXAMINATION

BY MR. HILL:

Q. Okay. Good morning, Cliff. And thanks for
 letting me call you by your first name. And, certainly,
 you can do that with me, for sure. I know you've been
 through this before, maybe even more times than me, but
 I -- I just want to give you a couple quick ground rules
 just to remind everyone that, if you could, just please
 provide only verbal answers to my questions. And let's
 try not to talk over one another in the group. And if
 you could, wait until I finish my question before
 answering -- before you answer, that would be very
 helpful to the court reporter. I don't think we're
 going to be terribly long today, but if you need a break
 for any reason, just let me know.

And I'm sure Mr. Poliquin has reminded you that
 we have a Local Rule 30.6, and that Rule says that
 during breaks at a deposition, you're not permitted to
 speak about the substance of your testimony already
 given or to be anticipated with your counsel, okay?

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<p>6</p> <p>1 A. Yes.</p> <p>2 Q. What did you do to prepare for today's</p> <p>3 deposition?</p> <p>4 A. I talked to Mr. Troy. I very briefly paged</p> <p>5 through some documents I think you may have sent.</p> <p>6 That's all I can remember.</p> <p>7 Q. Okay. Did you read Mr. Gabbay -- and I'll</p> <p>8 probably refer to him as Jeff every once in awhile. But</p> <p>9 did you read Mr. Gabbay's deposition?</p> <p>10 A. You know, I just paged through it, umm, and --</p> <p>11 just to give you an idea, I probably didn't spend more</p> <p>12 than five minutes doing that. So, I'd have to say no,</p> <p>13 but -- but I did look at some pages.</p> <p>14 Q. Okay. And any other depositions reviewed?</p> <p>15 A. No. I'm not actually aware of any others, no.</p> <p>16 Q. Okay. And other than the screen that you're</p> <p>17 using right now, are there any other screens open in</p> <p>18 front of you?</p> <p>19 A. Yes. My email screen. I have two screens on my</p> <p>20 desk.</p> <p>21 Q. Okay. Nothing in particular about this</p> <p>22 deposition, though; correct?</p> <p>23 A. No, just email. Just the email.</p> <p>24 Q. Okay. And I've introduced myself. And we met</p> <p>25 Mr. Troy; he's representing you today for purposes of</p>	<p>8</p> <p>1 then, came to Central Pennsylvania where I clerked in</p> <p>2 the Federal Court System. And I've been practicing in</p> <p>3 this same law firm from the time that I left the</p> <p>4 clerkship in the present.</p> <p>5 Q. And when approximately did you leave your</p> <p>6 Federal clerkship?</p> <p>7 A. 1975.</p> <p>8 Q. And did you form the firm at that time after you</p> <p>9 left the Federal clerkship?</p> <p>10 A. No. This firm has been in existence since 1838.</p> <p>11 And over the years, you know, as partners came and went,</p> <p>12 the name changed. And at some point, it was given this</p> <p>13 name -- actually, not by me, but by -- other partners</p> <p>14 suggested it. So, no, I did not form the firm.</p> <p>15 Q. And that firm, as its presently constituted or</p> <p>16 named, is Rieders, Travis, Humphreys, Waters & Dohrmann?</p> <p>17 A. I think that's the correct -- I'm hesitant. I'm</p> <p>18 sorry.</p> <p>19 Q. That's okay.</p> <p>20 A. I'm embarrassed to tell you that, you know, they</p> <p>21 changed the name when Mr. Humphrey and Mr. Waters became</p> <p>22 emeritus. So, you know, retired. So, that's a recent</p> <p>23 change. So, yes, you've got the current name correct.</p> <p>24 Q. And is the -- is the firm -- well, strike that.</p> <p>25 What -- what corporate form, if any, does the firm use</p>
<p>7</p> <p>1 this deposition?</p> <p>2 A. Yes.</p> <p>3 Q. And you know we're taking the deposition in the</p> <p>4 Gabbay versus Conaway case pending in the Federal</p> <p>5 District Court. You're aware of that; right?</p> <p>6 A. Yes.</p> <p>7 Q. And as I look at the docket this morning, please</p> <p>8 confirm that you have not entered an appearance in this</p> <p>9 case.</p> <p>10 A. I have not.</p> <p>11 Q. And are you formally representing Jeff in</p> <p>12 connection with this Federal case?</p> <p>13 A. I am not.</p> <p>14 Q. Is it fair to say that you are potentially a</p> <p>15 fact witness?</p> <p>16 A. I -- I'm not comfortable giving a legal opinion.</p> <p>17 I don't know what I am. I'm here to tell -- tell --</p> <p>18 answer your questions.</p> <p>19 Q. Okay. I checked your bio out on the -- on your</p> <p>20 website. Quite impressive. So, I have all this</p> <p>21 information. But could you just briefly for the record</p> <p>22 trace for us your professional work history, Cliff?</p> <p>23 A. Umm, okay. Briefly, let me think. I worked in</p> <p>24 Washington, D.C. for a couple of government agencies and</p> <p>25 private law firms when I graduated from law school. I,</p>	<p>9</p> <p>1 as far as its entity status?</p> <p>2 A. Partnership.</p> <p>3 Q. Is that a Pennsylvania partnership?</p> <p>4 A. Yeah.</p> <p>5 Q. I'm not familiar with Pennsylvania law, but it</p> <p>6 -- is there a -- is there a partnership act that</p> <p>7 provides the source for the formation of a Pennsylvania</p> <p>8 partnership?</p> <p>9 A. I don't know. It's not my field.</p> <p>10 Q. Okay. That's a good segue to my next question:</p> <p>11 What type of work do you concentrate in?</p> <p>12 A. So, I do mainly personal injury work, products</p> <p>13 liability, medical malpractice, medical devices,</p> <p>14 pharmaceutical, would be the major part of what I do,</p> <p>15 but I do, do some commercial work. I have -- I do</p> <p>16 represent a bank, and I have for many years, different</p> <p>17 banks. So, I do some work for construction company --</p> <p>18 construction company litigation. So, I -- I -- and I do</p> <p>19 some civil rights work. And I always have a case or two</p> <p>20 pending in the civil rights field. So, it's a bit</p> <p>21 eclectic.</p> <p>22 Q. Okay. And let me just ask you a couple more</p> <p>23 specific questions. The personal injury work you</p> <p>24 described, including the products liability malpractice,</p> <p>25 is that, typically, on a Plaintiff's side?</p>

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<p>10</p> <p>1 A. Typically, although, we have occasionally done 2 some work for insurance carriers, and we have been on 3 the defense side now and again. It's a -- more of the 4 minority most of the time. 5 Q. What about you personally? Is it a plaintiff's 6 -- would you call yourself a plaintiff's lawyer? 7 A. Yes. Generally. 8 Q. And the bank that you said or banks that you 9 represented, do you remember the names of those banks? 10 A. Well, currently, I -- you know, I don't know if 11 I'm permitted under Pennsylvania Rules of Ethics to give 12 the name of clients. It just dawned on me. I remember 13 reading that one time, umm, and telling a partner they 14 should not do that. So, I'm -- I'm not sure -- I mean, 15 I don't have any objection to it, personally, but I just 16 don't -- want to make sure I'm being the right thing, 17 you know, the ethical thing. I mean, they hold me out 18 as their general counsel. 19 Q. Okay. 20 A. So -- 21 MR. TROY: Karl, do you really need to know 22 that? I'd like to stay free of -- 23 MR. HILL: No. It's okay. 24 MR. TROY: Yeah. 25 MR. HILL: The -- just one follow-up that I</p>	<p>12</p> <p>1 '21; were you aware of that? 2 A. Not the years. And I didn't know his title. 3 But I knew that he was connected with the company, yes. 4 Q. Okay. And did you know that the Argaman was an 5 Israeli company that he had formed? 6 A. I don't know if I knew that. I may have assumed 7 that it was an Israeli company, but I didn't know who 8 formed it. 9 Q. Do you -- 10 A. I still don't know. 11 Q. I'm sorry. I just violated one of my ground 12 rules. 13 A. Maybe I did. 14 Q. And did you know that, umm -- strike that. 15 Did -- have you, personally, or anyone at your 16 firm performed legal services for Argaman? 17 A. No. 18 Q. Did you know or do you know that Argaman 19 supplied raw material to various companies worldwide? 20 A. I think Jeff told me that. The answer would be 21 generally, yes. I don't know what materials or -- that 22 would be an assumption on my part. 23 Q. Were you aware that Tal, T-A-L, Apparel, a Hong 24 Kong-based company, was a shareholder of Argaman? 25 A. I never heard that name. I do not know anything</p>
<p>11</p> <p>1 don't think will trigger any issue is that -- 2 BY MR. HILL: 3 Q. Where is that bank presently located? 4 A. Pennsylvania. 5 Q. Okay. All right. I'm going to switch now to 6 Mr. Gabbay. What's your connection to him? 7 A. So, I know Jeff from a town we grew up in, Great 8 Neck, and we have been friends probably since when we 9 were 13, 14, 15 years old. And then, we lost touch 10 after that. 11 Q. And how old are you, Cliff? 12 A. I'm 75. 13 Q. So, you -- you've known him since you were about 14 13? 15 A. Yes. There was a long hiatus in our 16 relationship between age 15 and probably -- what -- we 17 were in our 40's. 18 Q. Okay. And is it fair to say you reconnected 19 somehow? 20 A. Yes. 21 Q. Is he a friend of yours? 22 A. I consider him a friend, yes. 23 Q. And as I understand it, and I know you only 24 skimmed Mr. Gabbay's deposition, but Jeff worked as a 25 CEO of a company named Argaman between 2013 to October</p>	<p>13</p> <p>1 about his investors or shareholders. 2 Q. If you don't know the name, I think I know the 3 answer, but, Were you aware at any time that Argaman 4 provided raw material to Tal Apparel in Hong Kong? 5 A. No. But to make a plea to my answer, I did ask 6 Jeff after this whole episode transpired concerning 7 sending the money to Hong Kong, I could remember asking 8 the Jeff if he had investors in Hong Kong, and I believe 9 he told me yes. 10 Q. Okay. 11 A. I don't know the name, though. But that was 12 after the fact. 13 Q. I got ya. And I'm just going to throw this out: 14 Do you know of a company by the name of Pershing, 15 P-E-R-S-H-I-N-G, LLC? 16 A. Never heard of them. 17 Q. Okay. I'm going to transition now to the Cupron 18 -- I'm going to call it the Cupron litigation, Cliff. 19 And I understand that to be a case that was filed in the 20 Court of Chancery, here in Delaware. Is it okay if I 21 just refer that -- 22 A. Yes. 23 Q. -- refer to that as the Cupron litigation? 24 A. Yes. 25 Q. And correct me if I'm wrong, but my basic</p>

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<p style="text-align: right;">14</p> <p>1 understanding is that this was a Books and Records 2 action brought by Mr. Gabbay as a shareholder of Cupron? 3 A. So, I really don't exactly know what you would 4 call it. I referred to -- to Bernard Conaway, because 5 it was way out of my field. 6 Q. Um-hmm. 7 A. And when I referred to -- to Mr. Conaway, I'm 8 not even sure at the time that I knew what I was 9 referring for, other than the fact that, you know, Jeff 10 had some issues concerning the company, and he wanted 11 some legal counsel. So, I -- I'm trying to, again, 12 answer you in a very complete way. So, I'm not sure 13 what the -- when I referred to Bernie what the cause of 14 action was likely to be. 15 Q. And had -- let me rephrase that. How is it that 16 you connected with Bernie in connection with the Cupron 17 litigation? 18 A. Yeah. I -- great question. I knew you'd ask me 19 that, and I really don't know. I can -- I can give you 20 an educated guess, if that's okay. 21 Q. Okay. 22 A. I'm thinking -- and I really -- I don't have a 23 specific recollection of this -- I'm thinking I called 24 some firms in the Philly area, thinking that, you know, 25 someone that would have Delaware connections. And I</p>	<p style="text-align: right;">16</p> <p>1 Q. And it's the remainder of that fund which allows 2 us to meet each other today; right? 3 A. I'm sorry. The what? 4 Q. The remainder of the settlement funds is what 5 brings us here today; right? 6 A. I apologize. I'm not trying to be a wise guy. 7 I'm not quite sure what you mean by remainder. 8 Q. Well, the -- we can get into it, but the 9 settlement was paid into Mr. Conaway's trust account. 10 So far so good? 11 A. I believe so. 12 Q. And ultimately, funds were taken out of that 13 settlement fund to pay Mr. Conaway's outstanding fees 14 and yours? 15 A. That's my understanding, yes. 16 Q. And then, what was left is the amount that I 17 think we all can agree was sent to Hong Kong through a 18 hack; agreed? 19 A. That's my understanding, yes. 20 Q. Okay. And just briefly can you describe sort of 21 the division of responsibility between you and Bernie in 22 connection with the Cupron Chancery case? 23 A. Yeah. Good question. I felt -- I did not have 24 any responsibility, because, as I told Jeff and Bernie, 25 I had little or no Delaware law experience. And I</p>
<p style="text-align: right;">15</p> <p>1 have a friend at Fox Rothchild. And I think that he may 2 have -- that friend may have given me Bernie Conaway's 3 name. But I'm not positive if that's where it came 4 from. 5 Q. Okay. That's fair enough. And ultimately, 6 Bernie Conaway and his firm was hired to represent Mr. 7 Gabbay in the Cupron litigation? 8 A. That's my understanding. I didn't hire them, 9 but I understand that to be the case. 10 Q. Okay. That was originated -- the connection 11 between Mr. Gabbay and Mr. Conaway was originated by 12 you, for lack of a better word? 13 A. I believe so, yes. 14 Q. Had you worked with Mr. Conaway prior to this 15 litigation? 16 A. No. I might have talked to him about some other 17 case afterwards. I'm not really sure that was before or 18 afterwards. 19 Q. Okay. 20 A. But I think the answer is no to that. 21 Q. Okay. And the -- it's fair to say, based on 22 what I know, that the Cupron litigation settled, and 23 that resulted in a settlement fund for the benefit of 24 Mr. Gabbay; is that fair? 25 A. Yes.</p>	<p style="text-align: right;">17</p> <p>1 remember saying to them both -- it's real weird stuff 2 down there, and it's way out of my league. So, the only 3 thing I did is I acted as a -- helping out a friend, I 4 think, would be the right term. Jeff had questions and 5 wanted to talk to me generally, not about the law, of 6 course. But, you know, I -- I, of course, would take 7 and entertain his phone calls, but I had no 8 responsibility. You know, Bernie would you call me, 9 talk to me, tell me what's going on, and, you know, he 10 was the expert. So, I just, kind of, listened to him. 11 And he would, you know, do the reporting to me what was 12 going on. And so, I -- I can't say I didn't have any 13 responsibilities. 14 In fairness, before Jeffrey's deposition, Bernie 15 did ask me to talk with Jeff and maybe do, like, a trial 16 run with him, which I did, 'cause I happened to be in 17 Israel visiting one of my kids who lives there. It was 18 very difficult for me, 'cause I didn't really know what 19 Jeff would be asked about. I really knew nothing about 20 the case. 21 So, it was more generalities, as you've covered 22 here with me, you know, before listening to the question 23 and being responsive, that kind of thing. So, I did do 24 that at Bernie's request. But other than that, I don't 25 remember having any responsibility.</p>

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<p>18</p> <p>1 Q. Okay. Did you ever formally enter an appearance 2 in the Chancery case? 3 A. No. 4 Q. Did you consider yourself co-counsel with 5 Conaway-Legal on this? 6 A. No. 7 Q. And had you represented Jeff Gabbay prior to the 8 institution of the Chancery case filed by Conaway-Legal? 9 A. Another great question. I was wracking my brain 10 to think about that. I think not. Again, over the 11 years, you know, Jeff may have asked me about -- 12 generally about legal -- you know, become friends at 13 dinner, and somebody brings up a legal question. But, 14 no, I don't call recall any representation of him in any 15 matter. 16 Q. Were you, Cliff, the -- the primary conduit, for 17 lack of a better word, between Conaway-Legal and Mr. 18 Gabbay? 19 A. I didn't think so, no. I mean, I was happy to 20 talk with either one of them, if I got, you know, 21 contacted. But I never saw myself as a conduit, because 22 I didn't really know anything about the cause of action, 23 the -- and in Delaware, what that cause of action 24 consisted of. 25 Q. Was it you, Cliff, that typically reached out to</p>	<p>20</p> <p>1 know if they've been maintained? 2 A. Yeah, I'm sorry, I don't know that. I try to 3 stay away from that kind of stuff. 4 Q. Is that something you'd be willing to check on 5 and get -- get back to Mr. Poliquin on? 6 A. Well, I think I would tell Mr. Troy; right? 7 Q. Okay. 8 A. If -- you know, if he thinks that's appropriate 9 and wants me to do that, I'll do it, of course. 10 Q. Okay. And just -- just to close the loop on 11 this, as I understand it, you did bill for some of your 12 time in connection with the Cupron case; do I have that 13 right? 14 A. You know, I'm not sure. Another one I was 15 trying to rack my brain on. I think that -- that there 16 was some funds that were received here sent by Bernie 17 Conaway, but I think those were used in subsequent -- 18 for example, I talked with a lawyer in Hong Kong after 19 all of this happened, and I paid him from that money 20 that Bernie sent to me. So -- 21 Q. I understand. 22 A. -- I don't know that I actually ever had any 23 fee. But, yes, Bernie did send me some money in 24 connection with my time, yes. 25 Q. And that was time that you put on to the Cupron</p>
<p>19</p> <p>1 Mr. Gabbay for any decisions that needed to be made on 2 the case? 3 A. Never. 4 Q. I apologize for the phone. 5 A. That's okay. I figured mine would ring first. 6 So, you win. 7 Q. Did you -- Cliff, did you or the firm maintain a 8 file in connection with the Cupron case? 9 A. No. 10 Q. Did you open a file or a matter for that 11 purpose? 12 A. No. But, again, to be clear in my answer, the 13 staff here, you know, keeps everything we do, including 14 emails, on a database. So, I don't know if they did 15 with this or not. 16 Q. I'll get to that in a second. But do you have 17 any physical documents relating to the Cupron 18 litigation? 19 A. Just things that I, you know, download that had 20 people sent to me, like things, umm, sent or if Mr. 21 Poliquin sent me anything or Mr. Troy, you know, I 22 printed out hard copies to look at. 23 Q. Do you still have those? 24 A. Yeah. They're around somewhere. 25 Q. And how about the emails on the server; do you</p>	<p>21</p> <p>1 Chancery case; is that fair? 2 A. Well, it's fair to say it's time I put into talk 3 with Jeff or Bernie, presumably in connection with that 4 case, yes. 5 Q. And the money that was billed by you in 6 connection with the services you rendered in the Cupron 7 case that you just described, was that money received 8 before the hacking occurred? 9 A. Yes. 10 Q. And do you know if you created a bill for that 11 time? 12 A. I don't remember anything about that. I'm not 13 sure actually when it was received. Obviously, Bernie 14 took his fee, sent me whatever he sent to me, and I -- I 15 -- I really don't know the answer to that, I'm sorry. 16 You asked another question. I apologize. 17 Q. That's okay. Did you create a bill to reflect 18 the time that you spent on the Cupron file that was 19 billed? 20 A. I don't remember if it was a bill or I just told 21 Bernie the -- or Jeff the amount of time I had in up to 22 that point. So, I don't remember that. 23 Q. Okay. 24 A. I can't answer that, sorry. 25 Q. And Mr. Gabbay approved the payment of Bernie's</p>

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<p style="text-align: right;">22</p> <p>1 final bill, if you will, and your time; is that fair?</p> <p>2 A. Yeah. Yes.</p> <p>3 Q. And, Cliff, what email address were you using</p> <p>4 during the Cupron case and through the -- through the</p> <p>5 first half of 2019?</p> <p>6 A. The firm email, CRieders@RiedersTravis.com.</p> <p>7 Q. Okay. I may have been a little loose in my</p> <p>8 language referring to Bernie as Bernie, because he is</p> <p>9 Bernie, but you're aware that Bernie acted through his</p> <p>10 company, Bernard Legal, LLC; is that fair?</p> <p>11 A. No, I never knew that, actually, until I saw</p> <p>12 something that he -- somebody sent to me in the matter</p> <p>13 of the Poliquin file. I did not -- either I didn't know</p> <p>14 that or I didn't remember that.</p> <p>15 Q. Okay. My question was before that, What email</p> <p>16 address did you use during the Cupron case and the</p> <p>17 aftermath in up to through, let's say, July of 2019?</p> <p>18 A. Same one. The firm, CRieders@RiedersTravis.com.</p> <p>19 Q. And you know the -- I think you'll agree that</p> <p>20 the critical time frame we're going to be talking about --</p> <p>21 is, essentially, June and July as it relates to the</p> <p>22 hack. You understand that, don't you?</p> <p>23 A. I believe that's right, yeah.</p> <p>24 Q. Prior to June of 2019, had your firm ever</p> <p>25 experienced a cyber attack or a hacking event?</p>	<p style="text-align: right;">24</p> <p>1 don't remember that ever happening, but I don't deal</p> <p>2 with the computer stuff here. We have somebody on the</p> <p>3 staff who does that. So, I'm kind -- you're, kind of,</p> <p>4 out of my league a little bit. I'm really guessing.</p> <p>5 Q. Okay. And do you -- does the firm provide you</p> <p>6 with an iPhone or an iPad?</p> <p>7 A. No -- well, they don't provide me. I have -- I</p> <p>8 have those things.</p> <p>9 Q. Do you, from time to time, send and respond to</p> <p>10 emails with your iPhone?</p> <p>11 A. Yes.</p> <p>12 Q. And how about your iPad?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. I'm going to start to show you some</p> <p>15 documents now, Cliff. Do you --</p> <p>16 MR. HILL: Does everyone have all of the</p> <p>17 documents that I wanted to bring to him, hopefully, so I</p> <p>18 don't have to figure out sharescreen?</p> <p>19 MR. TROY: That's fine.</p> <p>20 BY MR. HILL:</p> <p>21 Q. Cliff, do you have those?</p> <p>22 A. Yeah. I printed them out -- or somebody had</p> <p>23 printed them out. Yeah, I -- I think I have those, yes.</p> <p>24 Q. Okay. Let's start with the, umm, Gabbay Exhibit</p> <p>25 No. 1.</p>
<p style="text-align: right;">23</p> <p>1 A. The firm experienced a -- an attempted -- I want</p> <p>2 to get the right term here. The firm experienced a --</p> <p>3 an attempt to breach the firewall and demand money in</p> <p>4 return for giving us our server back in return for that.</p> <p>5 But I don't remember. But it never happened, 'cause we</p> <p>6 caught it. We had -- you know, our firewall caught it,</p> <p>7 and our tech person here caught it. So, we never paid,</p> <p>8 and we never lost any -- any data -- data.</p> <p>9 Q. Did you have --</p> <p>10 A. We did experience --</p> <p>11 Q. I'm sorry.</p> <p>12 A. I'm sorry, I interrupted you. But we did</p> <p>13 experience that attempt.</p> <p>14 Q. Okay. And when did that occur?</p> <p>15 A. I don't remember. Several years ago. Four,</p> <p>16 five years ago. I don't remember when that happened.</p> <p>17 Q. Did it happen during the time frame the Cupron</p> <p>18 litigation was pending in Delaware?</p> <p>19 A. I don't know.</p> <p>20 Q. Did you ever have to use an alternate server or</p> <p>21 exchange for purposes of business emails during the time</p> <p>22 frame that this attack or attempted attack was</p> <p>23 occurring?</p> <p>24 A. Well, time frame was only like a very short time</p> <p>25 frame. It was on some Sunday evening, as I recall. I</p>	<p style="text-align: right;">25</p> <p>1 A. Yes.</p> <p>2 Q. Which is Exhibit No. 1 that I marked to Mr.</p> <p>3 Gabbay's deposition.</p> <p>4 A. Okay.</p> <p>5 Q. And just -- I want to make sure everyone has</p> <p>6 that in front of them before I get started.</p> <p>7 A. I have it.</p> <p>8 Q. Okay.</p> <p>9 MR. HILL: Paul?</p> <p>10 MR. TROY: Yep. I got it.</p> <p>11 MR. HILL: Okay. Ron?</p> <p>12 MR. POLIQUIN: Yes.</p> <p>13 BY MR. HILL:</p> <p>14 Q. All right. You'll see -- have you looked</p> <p>15 through this before now, Cliff?</p> <p>16 A. Again, very briefly, when -- when it was sent.</p> <p>17 It was sent, I guess, to me by Mr. Troy.</p> <p>18 Q. Okay.</p> <p>19 A. I didn't study it or look at it in any detail,</p> <p>20 no.</p> <p>21 Q. All right. So, just to orient you and, perhaps,</p> <p>22 for the record, this is a -- this exhibit, Gabbay-1, is</p> <p>23 a combination of documents that Bernie -- I'm sorry,</p> <p>24 Conaway-Legal had produced, and they have the Bates</p> <p>25 numbers on the bottom; CL, for Conaway-Legal, starting</p>

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<p style="text-align: right;">26</p> <p>1 with, 001; do you see that?</p> <p>2 A. Yeah, 0001, yes.</p> <p>3 Q. Okay, 0001. And then, I think that goes</p> <p>4 sequentially through CL0068, and then, they pick up with</p> <p>5 CL00262 through 268; that's the exhibit. And I --</p> <p>6 you've been through this before. I'll orient you to the</p> <p>7 page on the bottom so that we're literally on the same</p> <p>8 page when I ask the questions, okay?</p> <p>9 A. Okay.</p> <p>10 Q. And, similarly, if you need time to review it --</p> <p>11 I would prefer you take the time to review it before you</p> <p>12 answer my questions so that it becomes a cleaner</p> <p>13 exchange between us, okay?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. So, let's go to CL003.</p> <p>16 A. Okay.</p> <p>17 Q. All right. And this is an email on Monday, June</p> <p>18 3rd, 2019, at 11:28 p.m. Eastern Time. Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. And you're copied on this email? That's your email</p> <p>21 email address?</p> <p>22 A. That's what it says.</p> <p>23 Q. And it's sent to Jeff Gabbay,</p> <p>24 Jeff@Argamantech.com. Did you understand that to be</p> <p>25 Jeffrey's business email account?</p>	<p style="text-align: right;">28</p> <p>1 MR. HILL: And, Cliff, and, Paul, please tell me</p> <p>2 to slow down, because we tend to move quicker when we</p> <p>3 have documents.</p> <p>4 BY MR. HILL:</p> <p>5 Q. But I'm looking -- this is a June 3rd, 2019</p> <p>6 email from Bernie Conaway, BGC@ConawayLegal: Jeff, I am</p> <p>7 currently holding settlement funds paid by Cupron in my</p> <p>8 firm's escrow account. My question to you, Cliff --</p> <p>9 this is as of June 3 -- were you aware prior to this</p> <p>10 time that the funds were going to be wired into</p> <p>11 Conaway-Legal's escrow account?</p> <p>12 A. Yes. The only reason why I remember that,</p> <p>13 because I offered to Bernie that he use -- they do this</p> <p>14 through the bank I represented, because, in the past,</p> <p>15 when Jeff paid him, I remember there was always some --</p> <p>16 there were always some kind of snafus. Bernie would be</p> <p>17 worried about getting paid or having the expert paid,</p> <p>18 and, I guess, you know, the international transactions</p> <p>19 were complex for him, maybe for Jeff, too. I don't</p> <p>20 know. But I remember hearing about that, and I remember</p> <p>21 saying to Bernie at one point, Why don't you just do it</p> <p>22 through my bank; I mean, they're experienced in this.</p> <p>23 And he declined to do that. And so, that's why I</p> <p>24 remember that, because he said he would -- it would go</p> <p>25 to his escrow account.</p>
<p style="text-align: right;">27</p> <p>1 A. I have no idea. And I did not know. I mean, I</p> <p>2 wouldn't know that. I mean, I -- I'm assuming it,</p> <p>3 because you're showing it to me, and I see it, but I</p> <p>4 normally heard from Jeff from a Gmail account. So, I --</p> <p>5 I just can't answer that. I'm not saying it's not so. I</p> <p>6 just don't know.</p> <p>7 Q. Okay. You may have answered, I apologize, but</p> <p>8 do you remember Jeff using the -- I'll call it the</p> <p>9 business account, the Argaman tech account, during the</p> <p>10 Cupron litigation?</p> <p>11 A. Not -- not really. I -- my memory -- again, it</p> <p>12 could be defective -- it was really the Gmail account.</p> <p>13 Umm, is it possible that he did use this account and I</p> <p>14 saw it? Yes, it's certainly possible. But to try to be</p> <p>15 really accurate with you, all I remember is the Gmail</p> <p>16 account.</p> <p>17 Q. Would it surprise you if I told you that over</p> <p>18 200 emails were sent on the Argaman account during the</p> <p>19 Cupron litigation?</p> <p>20 A. I just don't know. I can't say I'd be surprised</p> <p>21 or not surprised, I just -- I never counted.</p> <p>22 Q. Okay.</p> <p>23 A. And I probably never looked.</p> <p>24 Q. And I'm just focusing on the first sentence, and</p> <p>25 I won't take too much time on some of these.</p>	<p style="text-align: right;">29</p> <p>1 Q. And when did you have this discussion with Mr.</p> <p>2 Conaway?</p> <p>3 A. I can't tell you when. You know, in the days</p> <p>4 and weeks prior to this, you know, after the case was</p> <p>5 settled.</p> <p>6 Q. But at some point you were okay with</p> <p>7 Conaway-Legal's escrow account receiving the funds?</p> <p>8 A. Oh, yeah. I figured, listen, he's a lawyer,</p> <p>9 he's admitted there, he's handled this case through all</p> <p>10 the way through. If he was insistent in that, I didn't</p> <p>11 feel I had standing to say otherwise.</p> <p>12 Q. Okay. Let's flip to CL0015.</p> <p>13 A. Okay.</p> <p>14 Q. Now we're at -- in case you didn't already</p> <p>15 figure this out, I'm taking you through the chronology,</p> <p>16 hopefully, as it fell on the calendar, okay?</p> <p>17 A. Sure.</p> <p>18 Q. June 11, 2009 -- this is the in the center of</p> <p>19 this page. Mr. Conaway writes to Jeff, After deducting</p> <p>20 fees and expenses due Cliff and I, the remaining balance</p> <p>21 is 426,169.</p> <p>22 Let me stop right there. That's the amount</p> <p>23 that's in dispute and in the case brings us together;</p> <p>24 fair.</p> <p>25 A. Think that's approximately the amount. I can't</p>

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<p>30</p> <p>1 tell you the exact amount, I'm sorry.</p> <p>2 Q. Okay. And the, umm -- Mr. Conaway, then,</p> <p>3 writes, Please let me know how you want to receive this.</p> <p>4 Would you agree with me, Cliff, that Bernie -- Mr.</p> <p>5 Conaway is still seeking instructions on how to disburse</p> <p>6 the settlement funds that were left?</p> <p>7 A. Sounds that way.</p> <p>8 Q. Okay. And then, Mr. Gabbay, up top, writes on</p> <p>9 the same day at 4:34 p.m., Please pay Cliff's opened</p> <p>10 invoice.</p> <p>11 Does that refresh -- refresh your recollection</p> <p>12 that you actually submitted an invoice for the services</p> <p>13 you provided in this case?</p> <p>14 A. No, it does not. And I don't know that I did.</p> <p>15 I just don't know.</p> <p>16 MR. POLIQUIN: Hey, Karl, this is Ronald</p> <p>17 Poliquin. The documents you're review -- you're looking</p> <p>18 at, were they attached to exhibits that you said you</p> <p>19 were going to used to or are these different documents,</p> <p>20 because --</p> <p>21 MR. HILL: This is Gabbay-1, the deposition</p> <p>22 Exhibit No. 1 to Mr. Gabbay's deposition.</p> <p>23 MR. POLIQUIN: Okay. So, these are different</p> <p>24 documents to the ones that -- I thought were you using</p> <p>25 ones that you, umm -- these are just Gabbay -- these are</p>	<p>32</p> <p>1 A. Correct.</p> <p>2 Q. Paulhamus. And who is she, Cliff?</p> <p>3 A. She's the business manager here.</p> <p>4 Q. Okay. Did I read on your bio somewhere that</p> <p>5 she's also your wife?</p> <p>6 A. I don't know if you read it or not, but --</p> <p>7 Q. Is it true?</p> <p>8 A. -- she is.</p> <p>9 Q. Okay. And what's her --</p> <p>10 A. And my boss.</p> <p>11 Q. Okay. What's -- what's her function at the</p> <p>12 firm?</p> <p>13 A. She runs the firm. She manages the firm.</p> <p>14 Q. Office manager, I guess? I don't want to</p> <p>15 belittle it. I know how that goes.</p> <p>16 A. You know, she's the equivalent of a managing</p> <p>17 partner; let's put it that way. She manages the firm</p> <p>18 and the employees. And, you know, she's in charge of</p> <p>19 the bookkeeper and the tech people.</p> <p>20 Q. Okay. And on this email, Bernie addresses it to</p> <p>21 you, Cliff, unless I missed it, Jeff hasn't given me</p> <p>22 instructions on how to transfer the settlement proceeds;</p> <p>23 please let me know if I missed something. So, would you</p> <p>24 agree here, Cliff, that as of June 19, at 3 :02 p.m. Mr.</p> <p>25 Conaway's still seeking instructions on disbursal from</p>
<p>31</p> <p>1 documents to the Gabbay deposition, basically?</p> <p>2 MR. HILL: Yeah. I'm starting with that, yes.</p> <p>3 MR. POLIQUIN: Okay.</p> <p>4 MR. HILL: Okay.</p> <p>5 MR. POLIQUIN: Thank you.</p> <p>6 BY MR. HILL:</p> <p>7 Q. And -- are you back with me, Cliff?</p> <p>8 A. Yeah. No problem.</p> <p>9 Q. The next sentence is, I will get back to you on</p> <p>10 disbursal if -- I'm assuming that should be of -- funds.</p> <p>11 So, Jeff, would you agree, still has not decided on how</p> <p>12 those funds would be disbursed; is that -- is that</p> <p>13 accurate?</p> <p>14 A. I don't know, but it looks that way to me.</p> <p>15 Q. Do you remember how much your -- I'll just say</p> <p>16 bill, for lack of a better word -- was that was</p> <p>17 ultimately paid out of settlement provides?</p> <p>18 A. Payment to us? No, I do not remember that.</p> <p>19 Q. Okay. Let's go to CL0019.</p> <p>20 A. Got it.</p> <p>21 Q. Okay. And I'm going to start at the bottom.</p> <p>22 It's an email of a June 19, 2019 from Bernard Conaway.</p> <p>23 And you're copied on this email. Do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. And I also see a Kim Paulhamus.</p>	<p>33</p> <p>1 Jeff?</p> <p>2 A. That's what he said. He asked me to contact</p> <p>3 Jeff. He was in contact with Jeff and had the usual</p> <p>4 contact with Jeff, but I think on this one, he asked me</p> <p>5 to try to find out also.</p> <p>6 Q. Okay. And then we can go to the next email</p> <p>7 above that, and that is your email, is it not, on</p> <p>8 Wednesday, June 19 --</p> <p>9 A. Oh.</p> <p>10 Q. -- 2019?</p> <p>11 A. Right. I see that. Okay. So, that -- that's</p> <p>12 consistent with my memory.</p> <p>13 Q. Okay. And that's the same day, just a couple</p> <p>14 hours later, if I have the time right?</p> <p>15 A. Right. Right.</p> <p>16 Q. And then, it says, We talked -- let me stop</p> <p>17 right there. Did you talk to Jeff -- well, I guess I'll</p> <p>18 lay a foundation. When you say we, are you referring to</p> <p>19 you and Jeff talking?</p> <p>20 A. I don't remember.</p> <p>21 Q. Do you remember talking to Jeff Gabbay about how</p> <p>22 to handle the disbursal at this time?</p> <p>23 A. No. I really don't. I -- I'm speculating that</p> <p>24 -- I might have said to Jeff, You gotta tell Bernie</p> <p>25 where you want this money sent. It sounds like</p>

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<p style="text-align: right;">34</p> <p>1 something -- I mean, it's consistent with that, but I</p> <p>2 don't really remember the conversation.</p> <p>3 Q. Okay. And then, you wrote, I want to give Jeff</p> <p>4 a bit of boot. What did you mean by that?</p> <p>5 A. To encourage him to get back to Bernie with the</p> <p>6 information.</p> <p>7 Q. And then, you wrote at the end of this email, I</p> <p>8 don't like to hold money for clients for more than 10</p> <p>9 days.</p> <p>10 A. Correct.</p> <p>11 Q. That's -- that's your practice?</p> <p>12 A. Yeah. That's my -- absolutely. I don't even</p> <p>13 like to hold it for that long.</p> <p>14 Sorry about that. I can't control the city fire</p> <p>15 department.</p> <p>16 Q. No worries. Let's move to No. 21.</p> <p>17 A. Okay.</p> <p>18 Q. And here we are on June 25 at 10:05 a.m. Bernie</p> <p>19 Conaway writes, Cliff, anything from Jeff disbursing</p> <p>20 settlement funds?</p> <p>21 A. I remember that, yes.</p> <p>22 Q. Okay. So, you agree Bernie's still seeking</p> <p>23 instructions from the client on disbursement; fair?</p> <p>24 A. Yes.</p> <p>25 Q. And then, you wrote, did you not, No, I will</p>	<p style="text-align: right;">36</p> <p>1 Q. Okay. And so, we're -- that -- you're email</p> <p>2 was June 25 at 10:26 a.m.; right?</p> <p>3 A. That's what it says.</p> <p>4 Q. And then, if you turn the page, the next page,</p> <p>5 to CL0022 --</p> <p>6 A. Yeah.</p> <p>7 Q. Would you agree, Cliff, this is your email on</p> <p>8 that same day, June 25, just -- just short of two hours</p> <p>9 later; right?</p> <p>10 A. I remember this, yeah.</p> <p>11 Q. Okay. And then, He told me -- that's Jeff,</p> <p>12 right?</p> <p>13 A. Right.</p> <p>14 Q. That he is meeting with whomever he needs to</p> <p>15 meet with on Tuesday.</p> <p>16 A. That -- I think that -- I think I remember that.</p> <p>17 Q. Okay. Do you -- do you remember any details</p> <p>18 about the discussion you had with him about --</p> <p>19 A. No.</p> <p>20 Q. -- this meeting on Tuesday?</p> <p>21 A. No. Unfortunately not.</p> <p>22 Q. Let's --</p> <p>23 A. I don't remember giving details, you know.</p> <p>24 Q. Other than he's meeting with someone next</p> <p>25 Tuesday?</p>
<p style="text-align: right;">35</p> <p>1 call him soon and let you know?</p> <p>2 A. I set that. And I'm sure if I said that, I did.</p> <p>3 Q. Okay. You don't have any reason to contest</p> <p>4 these emails, do you?</p> <p>5 A. No, no, absolutely not.</p> <p>6 Q. And it says, Sent from my iPad. This would have</p> <p>7 been one where you used your iPad to convey it?</p> <p>8 A. I don't see that, but if it says it --</p> <p>9 Q. It --</p> <p>10 A. Oh, I sent from my iPad. I presume that's</p> <p>11 correct.</p> <p>12 Q. Okay. It wouldn't be uncommon for you to pull</p> <p>13 out the iPad and send an email, would it?</p> <p>14 A. Well, yeah. I -- I don't use the iPad when I'm</p> <p>15 at the office here in Williamsport. So, that tells me I</p> <p>16 was either in Philadelphia where we have a -- a room set</p> <p>17 aside as an office or somewhere also on occasion. So,</p> <p>18 what that tells me, if it's from an iPad, is it was not</p> <p>19 sent from my office.</p> <p>20 Q. Probably a remote location?</p> <p>21 A. Right.</p> <p>22 Q. Okay. And then, you wrote, I will call him</p> <p>23 soon. Do you remember calling him?</p> <p>24 A. If I said it, I did. I don't remember the call,</p> <p>25 no.</p>	<p style="text-align: right;">37</p> <p>1 A. Yeah. Correct.</p> <p>2 Q. Okay. No other specific recollection of</p> <p>3 anything else, other than what's captured in words you</p> <p>4 used?</p> <p>5 A. I don't think he gave me any more information</p> <p>6 than that. I don't remember anything he -- his concern</p> <p>7 that he raised with me was that he wanted to talk to</p> <p>8 Bernie about other shareholders who had not been bought</p> <p>9 out. And I remember saying to him, Well, gee, I don't</p> <p>10 think he took a case for anyone else. Bernie doesn't</p> <p>11 represent anyone else. So, I don't know. He wanted to</p> <p>12 talk to Bernie with that. So, I think that -- that's</p> <p>13 more the substance of the conversation than who I was</p> <p>14 meeting with and when.</p> <p>15 Q. Okay. So, did you -- did you, Cliff, expect,</p> <p>16 based on your phone call and what you've captured in</p> <p>17 this email, to receive instructions from Mr. Gabbay as</p> <p>18 to the disbursement of funds on a following Tuesday?</p> <p>19 A. No, I assumed that he would be in touch with</p> <p>20 Bernie with that, since they decided it was going to go</p> <p>21 through Bernie's account and not through our bank.</p> <p>22 Q. And let's go to 24, please.</p> <p>23 A. I got it.</p> <p>24 Q. All right. And you'll agree, I hope, that on</p> <p>25 July 1st, 2019, Bernie Conaway wrote to Jeff: Hope all</p>

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<p style="text-align: right;">38</p> <p>1 is well with you; please let me know at your earliest 2 convenience what you would like to do with the remaining 3 settlement funds. 4 Right. 5 A. I see that. I don't -- I don't remember that, 6 but I see it. And I have no reason to doubt it. 7 Q. Based on the words, phrases and nouns used in 8 that language, would you agree that Bernie's still 9 waiting for instructions as of this time? 10 A. It looked that way, yeah. Looks that way. 11 Q. And do you see how -- do you see on -- above 12 that, a response from Jeff? 13 A. Yes. I see that. 14 Q. And that's that July 1, 2019 at 12:10? 15 A. I see that. 16 Q. And do you see that Jeff is using, on this one, 17 his Argaman Tech email exchange? 18 A. I see that. 19 Q. And here's -- Jeff is responding at that time, 20 We are meeting with out -- should be our -- financial 21 advisor tomorrow more -- I don't know what that means -- 22 back to you, then, Jeff; right? So, that -- would you 23 agree that this is confirming -- and I'm trying to take 24 this through the chronology correctly -- confirming what 25 Jeff had -- what you had conveyed in your email on June</p>	<p style="text-align: right;">40</p> <p>1 page, July 1, 2019, would you agree that he's informing 2 you and Bernie Conaway that he was meeting with a 3 financial advisor on July 2? 4 A. Well, he was informing Bernie Conaway. 5 According to this email, he copied me. 6 Q. That he was meeting with a financial advisor on 7 July 2? 8 A. That's what the email says. 9 Q. Okay. 10 A. Well, it doesn't say July 2, it says, Tomorrow. 11 Q. Okay. 12 A. It would have been July 2. Look, I'm not trying 13 to be trivial with you, I'm just trying to be, you know, 14 accurate. 15 Q. Very lawyerly response, okay. Let's go to No. 16 26. 17 A. Okay. I see it. 18 Q. On the bottom of this page is an email from 19 Jeffrey Gabbay on the Gmail account on July 2, 2019 at 20 8:16:39 a.m. to Mr. Conaway, copied to Cliff and 21 Shershana Gabbay [phonetic spelling]. And who is 22 Shershana Gabbay? 23 A. His wife. 24 Q. And here, Jeff is writing that Shershana and he 25 met with their financial advisor. Do you see that?</p>
<p style="text-align: right;">39</p> <p>1 25, that he was meeting with someone the following 2 Tuesday? 3 A. Well, I -- I don't know if he was confirming 4 anything he said to me. I mean, I see the words there. 5 Q. Okay. Fair enough. 6 A. And I -- 7 MR. TROY: And -- 8 THE WITNESS: I don't remember this, but I see 9 the words. 10 MR. HILL: Okay. 11 MR. TROY: And -- 12 BY MR. HILL: 13 Q. Did you -- 14 MR. TROY: Karl, I'm sorry to interrupt. I 15 haven't been objecting, but -- and I'll let you keep 16 going, and I don't want to get in the way of the 17 deposition, but some of your questions are speculative, 18 asking the witness what people intended. He can read 19 the emails. You know, I don't have objection to that, 20 but, umm -- but I may have to form objections going 21 forward if the questions asked are about what authors of 22 the emails are intending or thinking at the time. 23 MR. HILL: Okay. Fair enough. 24 BY MR. HILL: 25 Q. The -- going back to Mr. Gabbay's email on this</p>	<p style="text-align: right;">41</p> <p>1 A. Yeah. 2 Q. And then, he says that he will send instructions 3 for the transfer of our funds to an account in the USA? 4 A. I see that. 5 Q. And you remember receiving this email, Cliff? 6 A. Yes. 7 Q. And he, then, said, Other than the instructions 8 for transfer, is there anything else you need? Right? 9 A. Yes. You -- again, I don't -- you know, I want 10 to answer the questions you ask. I -- you know, at this 11 point, the case had already been settled. I might have 12 even been on vacation during this time. So, please 13 understand I was not, you know, looking at those 14 carefully, but I -- but this one I do recall seeing. 15 Q. Okay. But you say you may not have been 16 reviewing your emails carefully. Did I get that right? 17 A. I might not have been, because, you know, in my 18 mind, the case was settled, it was just a matter of 19 disbursement by Bernie. And I -- I might even have been 20 on vacation, and when I'm on vacation, I do at least try 21 to look at emails. 22 Q. Um-hmm. But is it fair to say that if you -- if 23 we see emails that we've already been through and future 24 emails during this time frame, that if you sent it, you 25 sent it with a present understanding of the thread that</p>

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<p style="text-align: right;">42</p> <p>1 you were responding to?</p> <p>2 A. I apologize, I'm not sure I can understand that</p> <p>3 question.</p> <p>4 Q. Well, if you sent an email, and with the email</p> <p>5 -- with your email address, do you have any reason to</p> <p>6 contest that you sent that email or received an email?</p> <p>7 A. Well, you'd have to show me the email.</p> <p>8 Q. Okay.</p> <p>9 A. I mean, if you're asking me, generally, do I</p> <p>10 trust everything I see on a piece of paper -- you know,</p> <p>11 as lawyers, sometimes we have to question things. But I</p> <p>12 don't -- I can't really answer that question. Show me a</p> <p>13 specific email, I'll tell you whatever I can remember.</p> <p>14 Q. Okay. And then, Bernie responds with, The love</p> <p>15 of good women, in the response above on July 2nd at 8:44</p> <p>16 a.m.; right?</p> <p>17 A. I definitely remember --</p> <p>18 Q. And you're copied on that?</p> <p>19 A. Yeah. I definitely remember that one.</p> <p>20 Q. Okay. And you're copied on that along with, Shershana?</p> <p>21 Shershana?</p> <p>22 A. Yes.</p> <p>23 Q. Let's go to next page, 27.</p> <p>24 A. Yeah.</p> <p>25 Q. So, just so -- and I'm not trying to trick you</p>	<p style="text-align: right;">44</p> <p>1 Q. And this email's sent from Jeff's</p> <p>2 ArgamanTech.com account; agreed?</p> <p>3 A. That's what it says.</p> <p>4 Q. And I've looked at the production that Mr.</p> <p>5 Poliquin has made in this case, and I don't see any</p> <p>6 emails from you questioning this particular email</p> <p>7 reflected on page 27.</p> <p>8 A. Well, I'm positive I sent one saying, umm, US or</p> <p>9 Hong Kong, with a question mark. I haven't seen it</p> <p>10 either. You know, I have a few days --</p> <p>11 Q. Let's not waste too much time. We'll get that.</p> <p>12 I did receive that email.</p> <p>13 A. Oh, to -- so -- okay.</p> <p>14 Q. That's the email you're talking about that</p> <p>15 you --</p> <p>16 A. Yeah.</p> <p>17 Q. -- remember responding? Okay.</p> <p>18 A. Right.</p> <p>19 Q. All right. Fair enough.</p> <p>20 A. Sorry. I was confused.</p> <p>21 Q. No, we're good. And then, in this one, do you</p> <p>22 agree that this is an email from the hacker and not</p> <p>23 Jeff?</p> <p>24 A. I have no idea.</p> <p>25 Q. Okay.</p>
<p style="text-align: right;">43</p> <p>1 at all. The last email that we just looked at was 8:44</p> <p>2 a.m. Eastern Time on July 2nd.</p> <p>3 If we look at the email on this page, No. 27, do</p> <p>4 you agree that that is an email sent on July 2nd, 2019</p> <p>5 at 9:49 a.m.?</p> <p>6 A. The one at the top?</p> <p>7 Q. Yep.</p> <p>8 A. That's what it says. I can't agree what's sent</p> <p>9 or not sent, but those are the times and dates, yes.</p> <p>10 Q. And why do you say, you can't agree whether it</p> <p>11 was sent or not sent?</p> <p>12 A. Well, I can't with any one. I guess I should</p> <p>13 say that with any email you send to me, I mean, I can</p> <p>14 just read it, like you can.</p> <p>15 Q. Um-hmm. And you're copied on this one; right?</p> <p>16 A. That's what it says.</p> <p>17 Q. Do you remember getting this email?</p> <p>18 A. I do, because I remember questioning the Hong</p> <p>19 Kong.</p> <p>20 Q. Um-hmm.</p> <p>21 A. I remember sending an email back saying, you</p> <p>22 know, I thought that was odd. And I remember responding</p> <p>23 to that and saying something about that -- asking what</p> <p>24 that -- you know, I forget how I worded it, but I do</p> <p>25 remember responding to that, yes.</p>	<p style="text-align: right;">45</p> <p>1 A. I mean, it is what it -- I just don't know.</p> <p>2 Q. And here --</p> <p>3 A. I mean, think we subsequently -- I think we all</p> <p>4 subsequently came to believe that, but I don't know.</p> <p>5 Q. All right.</p> <p>6 A. Because I didn't necessarily know it at the</p> <p>7 time.</p> <p>8 Q. Well, right. I -- I was just going to say, you</p> <p>9 didn't know at the time that this --</p> <p>10 A. Right.</p> <p>11 Q. Jeff's email had been hacked; correct?</p> <p>12 A. Correct. Correct.</p> <p>13 Q. And here, did you understand that Jeff, again,</p> <p>14 not questioning the legitimacy of it, had changed his</p> <p>15 mind and was going -- instructing that the remaining</p> <p>16 settlement funds be sent to an affiliated company bank</p> <p>17 account in Hong Kong?</p> <p>18 MR. TROY: Objection.</p> <p>19 You may answer.</p> <p>20 THE WITNESS: Yeah. I didn't know what Jeff</p> <p>21 meant. I didn't know what was going on.</p> <p>22 BY MR. HILL:</p> <p>23 Q. Well, just reading this email, did you conclude</p> <p>24 that he was going -- he was now instructing that -- the</p> <p>25 funds to be sent to an affiliated company bank account</p>

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<p>46</p> <p>1 in Hong Kong?</p> <p>2 A. No.</p> <p>3 Q. Why not?</p> <p>4 A. Because he had earlier said something about the</p> <p>5 USA.</p> <p>6 Q. All right. So, you didn't -- you didn't believe</p> <p>7 the language that is reflected in this email?</p> <p>8 A. I was confused.</p> <p>9 Q. Okay.</p> <p>10 A. It seemed odd to me.</p> <p>11 Q. Did you -- at this time, if it did seem odd --</p> <p>12 and did it seem odd to you when you got it and read it;</p> <p>13 is that what you're saying?</p> <p>14 A. Yes.</p> <p>15 Q. Did you call Mr. Gabbay and say, What's up with</p> <p>16 this?</p> <p>17 A. I don't know. I don't recall.</p> <p>18 Q. Did you call Bernie Conaway and say, Hey, what's</p> <p>19 -- what's up with this?</p> <p>20 A. I don't recall. Again, I think I might have</p> <p>21 been on vacation during this time.</p> <p>22 Q. Um-hmm.</p> <p>23 A. But I don't know for sure. Again, keep in mind,</p> <p>24 Bernie Conaway was counsel of record. He wanted to</p> <p>25 handle the money. He declined efforts to do it through</p>	<p>48</p> <p>1 said about, They all think we're criminals, or something</p> <p>2 like that, umm, or --</p> <p>3 Q. Okay.</p> <p>4 A. -- something along those lines. I don't really</p> <p>5 call the details of that.</p> <p>6 Q. Yeah. We'll get into that. I think I know</p> <p>7 where you're going with that. It's a little later in</p> <p>8 the chronology, but is it fair to say you're responding</p> <p>9 to the email that Mr. Gabbay wrote at 1:12 p.m. asking</p> <p>10 about -- or referencing a concern for --</p> <p>11 A. Yep.</p> <p>12 Q. -- the source of the Cupron funds?</p> <p>13 A. Okay. I see that. I think it probably was,</p> <p>14 yeah, because -- again, this goes back to an earlier</p> <p>15 answer I gave you. Jeff would pay bills to Bernie.</p> <p>16 Umm, I never billed Jeff during the litigation. So,</p> <p>17 when he would pay Bernie's bills or the bills of</p> <p>18 experts, I recall there always being, you know, some</p> <p>19 glitches when he transferred money internationally from</p> <p>20 Israeli shekels to US dollars. And Bernie was very</p> <p>21 careful about making sure that he got paid on time, that</p> <p>22 the expert was paid and paid on time. And I remember</p> <p>23 there being, you know, sometimes, sort of, glitches</p> <p>24 about that and Jeff saying -- you know, I recall Jeff</p> <p>25 saying something along the lines of, Well, you know,</p>
<p>47</p> <p>1 a bank. It was in his possession. And I'm sure that,</p> <p>2 as with everything else in this case, you know, I</p> <p>3 deferred to him.</p> <p>4 Q. Okay. Let's go to CL0035.</p> <p>5 A. Got it.</p> <p>6 Q. And you'll see that this is a string with you,</p> <p>7 Jeff Gabbay using his, I'll call it, business email</p> <p>8 account, and Mr. Conaway. Right?</p> <p>9 A. Okay. Yes.</p> <p>10 Q. And that's July 2nd -- we're still on July 2nd,</p> <p>11 by the way. I know you like to relive all of this, but</p> <p>12 July 2nd at 1:17 p.m. See that?</p> <p>13 A. Yeah.</p> <p>14 Q. And the top email is from you; right?</p> <p>15 A. Yeah.</p> <p>16 Q. And it's sent from your iPhone. Does that mean</p> <p>17 you may have been remote or do you recall?</p> <p>18 A. I -- I don't recall.</p> <p>19 Q. Okay.</p> <p>20 A. But on that note, I didn't have my iPhone in the</p> <p>21 office. So, I must have been somewhere else.</p> <p>22 Q. Do you remember sending this: Tax authorities</p> <p>23 won't care where Cupron got funds from?</p> <p>24 A. You know, I -- I don't really -- I -- my, sort</p> <p>25 of, guess is that was a response to something Jeff had</p>	<p>49</p> <p>1 Israel authorities, American authorities, they're very</p> <p>2 -- he's trying to explain to Bernie why sometimes</p> <p>3 payment would take time. You know, they're very -- very</p> <p>4 concerned about transferring money internationally. I,</p> <p>5 sort of, remember a conversation about that. And, umm,</p> <p>6 so, you know, that's just, sort of, a background on that</p> <p>7 exchange.</p> <p>8 Q. Okay. Let's -- let's go to CL0040, please.</p> <p>9 A. Okay. Got it.</p> <p>10 Q. And let me just ask you this, 'cause I'm trying</p> <p>11 to go through this carefully and -- and fairly with you,</p> <p>12 Cliff, the -- the email towards the middle of that page</p> <p>13 40, do you remember seeing that email earlier we just</p> <p>14 went through where Bernie references the love of a good</p> <p>15 woman?</p> <p>16 A. I remember you showing that to me before, yes.</p> <p>17 Q. Okay. And then, do you see above that, on July</p> <p>18 2nd, 2019, at 21:02, your email?</p> <p>19 A. At 20 -- no. Oh, 21:02, yes, yes. US or Hong</p> <p>20 Kong? I do see that.</p> <p>21 Q. Okay. And you wrote that email?</p> <p>22 A. Correct.</p> <p>23 Q. And what do you -- what do you mean by that?</p> <p>24 A. Where is the money to go? That -- I was</p> <p>25 questioning, because I had seen the earlier email that</p>

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<p style="text-align: right;">50</p> <p>1 he wanted it sent to the US. Then, I had seen the email</p> <p>2 about -- the other email you had shown to me and, you</p> <p>3 know, went to alert Bernie and Jeff to the fact that</p> <p>4 there seemed to be an inconsistency to me.</p> <p>5 Q. Okay.</p> <p>6 A. And I wanted to alert them to that, both of</p> <p>7 them.</p> <p>8 Q. Well, you're using US or Hong Kong, because you</p> <p>9 had seen that earlier email that you and I went through</p> <p>10 with a reference to sending it to Hong Kong?</p> <p>11 A. Correct. And I referenced earlier for that</p> <p>12 about sending it to the US.</p> <p>13 Q. Okay. And then, the -- Mr. Gabbay on the top</p> <p>14 responds to your email; would you agree with that?</p> <p>15 A. Well, I don't know who's responding, but I see</p> <p>16 an email from somebody designated as Jeff Gabbay. Now</p> <p>17 as I sit here today, I don't know who that was really</p> <p>18 from.</p> <p>19 Q. No, he's -- this is JeffGabbay@Gmail.com?</p> <p>20 A. I see that. I don't know that that was really.</p> <p>21 Jeff Gabbay now, looking back at it.</p> <p>22 Q. Are you saying that you believe that potentially</p> <p>23 Jeff Gabbay's Gmail account was hacked at this time?</p> <p>24 A. I'm saying, I don't know.</p> <p>25 Q. Okay. And you didn't read Mr. Gabbay's</p>	<p style="text-align: right;">52</p> <p>1 both Countries. So, this email would not have surprised</p> <p>2 me in that context.</p> <p>3 Q. Do you know if -- this may be a tough question,</p> <p>4 but do you know if Mr. Gabbay had used this phraseology</p> <p>5 that USA thinks we're all drug dealers, prior to this</p> <p>6 email?</p> <p>7 A. I have no idea.</p> <p>8 Q. Okay. Let's take a look at -- we're going to</p> <p>9 flip through to the back. I apologize. It's CL262 --</p> <p>10 000262. And let me know when you're there.</p> <p>11 A. 262?</p> <p>12 Q. 262, yeah.</p> <p>13 A. Oh. Okay. Yes, I have the page.</p> <p>14 Q. Okay. And I'm just going to read this into the</p> <p>15 record. I'm looking at the top email. This is from</p> <p>16 July 22nd, 2017. Let me stop you right there. I -- and</p> <p>17 I should have this in my memory, but I don't. But do</p> <p>18 you know when the litigation was commenced in Chancery</p> <p>19 Court?</p> <p>20 A. No, no idea.</p> <p>21 Q. Okay. And you'll see this email on July 22nd,</p> <p>22 2017 from Jeff Gabbay to Bernie Conaway to Cliff</p> <p>23 Rieders. Do you see that?</p> <p>24 A. Copying me. Yes, I see it.</p> <p>25 Q. Copying, yes. Right.</p>
<p style="text-align: right;">51</p> <p>1 deposition testimony about this email?</p> <p>2 A. No.</p> <p>3 Q. Okay. I'll -- I can make a representation --</p> <p>4 you can accept it or not -- that he said that he had no</p> <p>5 reason to contest this -- the email that he wrote, and</p> <p>6 he remembers the reference to the -- the drug dealers,</p> <p>7 okay?</p> <p>8 A. Okay.</p> <p>9 Q. And do you know -- and I know this may trigger</p> <p>10 an objection by Mr. Troy, but do you have an</p> <p>11 understanding of the concern that Mr. Gabbay had about</p> <p>12 USA, thinking we are drug dealers?</p> <p>13 MR. TROY: And I do object.</p> <p>14 And you can answer.</p> <p>15 THE WITNESS: Just knowing Jeff, I think he was</p> <p>16 being, kind of, you know, a wise guy about that, because</p> <p>17 this does tie in with what I told you earlier, that when</p> <p>18 Jeff was paying bills to Bernie, there seem -- it seemed</p> <p>19 to take time and be a lot of procedures. And I remember</p> <p>20 Bernie a few times being -- I don't know what the right</p> <p>21 word is, maybe restive, about not getting paid quickly</p> <p>22 enough or experts not getting paid quickly enough. And,</p> <p>23 you know, Jeff would attribute that, maybe Bernie also,</p> <p>24 to, you know, the international nature of the</p> <p>25 transactions and the diligence of the authorities in</p>	<p style="text-align: right;">53</p> <p>1 A. Yeah.</p> <p>2 Q. And here you'll see in the second-to-last</p> <p>3 sentence, it's bad enough they treat me like a drug</p> <p>4 dealer in spending money out of the Country. Do you see</p> <p>5 that?</p> <p>6 A. I see it. I don't remember that email at all.</p> <p>7 Q. Okay. I just want to do one more, and then,</p> <p>8 we'll take a little break, if that's okay.</p> <p>9 A. Sure.</p> <p>10 Q. And I apologize, but I'm -- I need you now to go</p> <p>11 to the third Amended Complaint.</p> <p>12 A. Okay. Where -- where is that? Okay. Found it.</p> <p>13 Got it.</p> <p>14 MR. HILL: And incidentally, Cliff and Paul,</p> <p>15 thank you for printing these exhibits out. It's been</p> <p>16 much easier this way.</p> <p>17 MR. TROY: I'm -- I'm still a guy who prints,</p> <p>18 you know, more than -- more than maybe I should admit.</p> <p>19 So, no worries.</p> <p>20 MR. HILL: Oh, okay. All right.</p> <p>21 BY MR. HILL:</p> <p>22 Q. So, just briefly on this third Amended</p> <p>23 Complaint, as I struggle with my paper... okay. So,</p> <p>24 this is the third Amended Complaint. If you could, go</p> <p>25 to Exhibit No. 2.</p>

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<p style="text-align: right;">54</p> <p>1 A. Mine doesn't have any exhibits on it.</p> <p>2 Q. Oh, it doesn't?</p> <p>3 A. No.</p> <p>4 Q. Oh.</p> <p>5 MR. TROY: Yeah. Mine does not either.</p> <p>6 MR. HILL: Well, I think we're going to need to</p> <p>7 take a break now. And what I can do is -- I think there</p> <p>8 are about maybe 15 pages, total, those exhibits to the</p> <p>9 Complaint. I'll scan them, and if you guys don't mind</p> <p>10 printing them again, it will just take a few minutes.</p> <p>11 MR. TROY: Okay.</p> <p>12 MR. HILL: So, why don't we take a 15-minute</p> <p>13 break, and it will be our morning break, okay? And I'll</p> <p>14 scan them to Paul.</p> <p>15 And, Cliff, is it okay if I just send it to you</p> <p>16 directly so you can print it there?</p> <p>17 MR. TROY: Yeah. You'll get an email, Cliff.</p> <p>18 And all you have to do is print it.</p> <p>19 (Whereupon, a recess in the proceedings occurred</p> <p>20 at 10:07 a.m. after which the following occurred on the court</p> <p>21 record at 10:25 a.m.):</p> <p>22 DIRECT EXAMINATION (CONT'D)</p> <p>23 BY MR. HILL:</p> <p>24 Q. Okay. And maybe -- if it's not too much</p> <p>25 trouble, just so we orient ourselves back into it, if</p>	<p style="text-align: right;">56</p> <p>1 don't --</p> <p>2 Q. But --</p> <p>3 A. I can't tell you any more than that.</p> <p>4 Q. And -- let me ask, maybe, a more direct -- of a</p> <p>5 direct question. Was the US or Hong Kong, question</p> <p>6 mark; did that relate to the disbursement of the settlement</p> <p>7 funds?</p> <p>8 A. It had to, because that was all the prior</p> <p>9 emails. So, I'm assuming it was, yeah.</p> <p>10 Q. Okay. Now, pardon me jumping around, but we're</p> <p>11 going to do that a little bit now. If we go to the</p> <p>12 exhibits to the third Amended Complaint, okay, it's</p> <p>13 Exhibit No. 2. And if you look at the top of the pages,</p> <p>14 you'll see there are page numbers on top.</p> <p>15 A. Well, the third exhibit here is Exhibit No. 4.</p> <p>16 Q. Exhibit No. 4.</p> <p>17 A. And I -- again, I just printed these as you sent</p> <p>18 them to me. And I don't actually see that. I'll look</p> <p>19 again. Maybe I missed it. Exhibit No. 2 -- so, the</p> <p>20 first one is exhibit -- actually, it's Exhibit No. 5.</p> <p>21 Then, it's the next page, says, Plaintiff's Exhibit No.</p> <p>22 4, on the bottom.</p> <p>23 Q. All right. Let's do it this way -- that's</p> <p>24 probably my error. I apologize, but --</p> <p>25 A. That's okay.</p>
<p style="text-align: right;">55</p> <p>1 you could, go back to the email string we were just</p> <p>2 looking at, the USA or Hong Kong; it's CL40.</p> <p>3 A. I have CL40.</p> <p>4 Q. Okay. I just wanted you to keep that in mind as</p> <p>5 I go to the next exhibit, which is a part of the</p> <p>6 exhibits to the third Amended Complaint.</p> <p>7 A. Okay.</p> <p>8 Q. But before we get there, when you said US or</p> <p>9 Hong Kong, I want to make sure I got your answer right.</p> <p>10 What were you meaning by that?</p> <p>11 A. It was -- it was a question, because I saw an</p> <p>12 inconsistency between two emails that I had received.</p> <p>13 It was an alert, hopefully, to Bernie or to Jeff. But,</p> <p>14 again, this was something they were handling. Bernie</p> <p>15 wanted to run this through his account. He wanted to</p> <p>16 make disbursement. He wanted to handle it. So, it was</p> <p>17 just, you know, a friendly alert to him, primarily, and</p> <p>18 to Jeff, if he got it.</p> <p>19 Q. But the US or Hong Kong, did that mean those</p> <p>20 were potential destinations for the disbursement of funds,</p> <p>21 in your mind?</p> <p>22 A. I have no idea. All I knew is, I had seen two</p> <p>23 emails. I knew that Bernie was handling this; he wanted</p> <p>24 to handle this in his account, his escrow account. And</p> <p>25 I was just -- it was a friendly, you know, heads-up. I</p>	<p style="text-align: right;">57</p> <p>1 Q. If you looked at the page ID numbers on the top</p> <p>2 of each of those exhibits --</p> <p>3 A. Yeah.</p> <p>4 Q. -- you see how there's a number beginning with</p> <p>5 No. 4?</p> <p>6 A. I do -- well, mine starts with No. 5 -- No. 511</p> <p>7 on the upper right corner, and then, it goes backwards.</p> <p>8 So, yeah, it goes back to No. 4.</p> <p>9 Q. Okay. There's some No. 4 and some No. 5. Let's</p> <p>10 see if you can find page 485.</p> <p>11 A. Okay. I have it.</p> <p>12 Q. Okay. And would you agree that this is your</p> <p>13 email at the top on July 2nd at 3:53 p.m. responding to</p> <p>14 Mr. Gabbay's earlier email about, USA thinks are we are</p> <p>15 all drug dealers?</p> <p>16 A. I don't remember it, but that's what it says.</p> <p>17 Q. Do you have any reason to contest it?</p> <p>18 A. I have no reason to contest it.</p> <p>19 Q. Do you have any reason to believe, up to this</p> <p>20 point in time, that emails that Mr. Gabbay was sending,</p> <p>21 either on the Gmail account or the Argaman account, were</p> <p>22 not from Jeff, himself?</p> <p>23 A. I have no reason to doubt that. I knew nothing</p> <p>24 about it until, you know, after the fact, until I was</p> <p>25 informed by -- by Bernie and by Jeff.</p>

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<p>58</p> <p>1 Q. After the hack?</p> <p>2 A. Yeah.</p> <p>3 Q. Okay. Okay. Now, we're going to go back to</p> <p>4 Gabbay No. 1.</p> <p>5 A. Jeffrey Gabbay No. 1. Gabbay Exhibit No. 1.</p> <p>6 Q. Yeah, Gabbay Exhibit No. 1.</p> <p>7 A. Okay.</p> <p>8 Q. And we're going to go to the very last page,</p> <p>9 CL00268.</p> <p>10 A. Okay. I have it.</p> <p>11 Q. Okay. And let's start with the bottom email.</p> <p>12 Is that your email, Cliff, on Wednesday, July 10, 2019,</p> <p>13 at 6:54 a.m.?</p> <p>14 A. I see it.</p> <p>15 Q. And that was relating to a sailing trip you</p> <p>16 took?</p> <p>17 A. Yeah.</p> <p>18 Q. Okay.</p> <p>19 A. That -- yeah. I can see that.</p> <p>20 Q. And I just happened to notice -- and you may not --</p> <p>21 know, but I'll ask. It says, CRieders@icloud.com. Do</p> <p>22 you know what that is?</p> <p>23 A. I do have an icloud account, which I never use.</p> <p>24 So, I don't know why this was from -- so, I don't know.</p> <p>25 Q. Okay. And then, you'll see Mr. Conaway's email</p>	<p>60</p> <p>1 can't tell you one way or the other.</p> <p>2 Q. Okay. Do you believe that your email system at</p> <p>3 Rieders, your firm, was hacked?</p> <p>4 A. No, I don't believe that. I mean, I never heard</p> <p>5 that. Nobody ever told me that.</p> <p>6 Q. If you're using the icloud at this time, was</p> <p>7 this the time frame in which your firm was experiencing</p> <p>8 that attempted --</p> <p>9 A. No idea.</p> <p>10 Q. -- attack?</p> <p>11 A. I don't know.</p> <p>12 Q. No?</p> <p>13 A. I have no idea.</p> <p>14 Q. Okay.</p> <p>15 A. I just -- just, you know, to give you a little</p> <p>16 bit more background, sometimes you send an email, and it</p> <p>17 comes to your icloud and you don't realize it. I know</p> <p>18 that's happened once or twice. So, I -- just to help</p> <p>19 you out -- that's possible, but I don't know.</p> <p>20 Q. Well, could you at least agree with me, then,</p> <p>21 that, based on what we're seeing here today, you sent</p> <p>22 this email, saying, Oy vey; will you be sending us our</p> <p>23 fee?</p> <p>24 A. I don't know. I have no reason to contest it --</p> <p>25 Q. Okay.</p>
<p>59</p> <p>1 on July 10 at 9:11 p.m., and that's to you, Cliff. Do</p> <p>2 you see that?</p> <p>3 Right in the center of this page. What I see --</p> <p>4 Sent from my iPhone? Is that it? No. You're talking</p> <p>5 about the one that says, On July 10, 2019 at 9:16 p.m. and</p> <p>6 Bernie Conaway, blah-blah-blah --</p> <p>7 Q. Yeah.</p> <p>8 A. Oh, okay. I see that.</p> <p>9 Q. That's addressed to you; right?</p> <p>10 A. Well, I don't see my email. I mean, I don't</p> <p>11 know if that would show. But it says, Cliff.</p> <p>12 Q. All right. And then -- well, how about above</p> <p>13 it, July 10, 2019, 20 minutes later at 9:31 p.m.? Is</p> <p>14 that your email?</p> <p>15 A. Yes.</p> <p>16 Q. From --</p> <p>17 A. My email?</p> <p>18 Q. Well, it just says from Cliff Rieders wouldn't</p> <p>19 you say?</p> <p>20 A. It just says from Cliff Rieders. It doesn't</p> <p>21 show email -- what email account. That's --</p> <p>22 Q. Okay. Do you contest that you did not -- did --</p> <p>23 do you have any reason to contest that you did not send</p> <p>24 this email?</p> <p>25 A. I just don't remember it at all. I -- I just</p>	<p>61</p> <p>1 A. -- because I don't know. I don't remember it.</p> <p>2 Q. I see --</p> <p>3 A. I'm not trying to be cute with you. I just</p> <p>4 really don't remember it. But I have no reason to</p> <p>5 contest it.</p> <p>6 Q. Okay. That -- I -- I'll take that.</p> <p>7 A. Okay.</p> <p>8 Q. And that -- would that be similarly true that</p> <p>9 you don't have any reason to contest that you received</p> <p>10 Bernie's email that you'd responded to and is on this</p> <p>11 page?</p> <p>12 A. Sounds like a good relaxing ride -- that one?</p> <p>13 Q. Yeah.</p> <p>14 A. Well, let me read it. You know, I don't recall</p> <p>15 that, seeing that. But if it was sent to me, so be it.</p> <p>16 I don't recall it.</p> <p>17 Q. Okay.</p> <p>18 A. That whole story about the audit and everything,</p> <p>19 I -- I don't remember anything about that.</p> <p>20 Q. Okay. But sitting here today, you don't have</p> <p>21 any reason to contest this thread --</p> <p>22 A. No.</p> <p>23 Q. -- as it appears; true?</p> <p>24 A. Well, I don't know. This one's not from me.</p> <p>25 This one's from Bernie. And it just -- and it doesn't</p>

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<p style="text-align: right;">62</p> <p>1 show where it was sent to. Again, I'm not trying to be 2 cute with you. I'm not, you know, a computer expert. I 3 mean, it says, Cliff. And I assume he sent it to me, 4 but I don't remember receiving it or reading it. 5 Q. But just so the record's clear, you don't 6 remember receiving it or not? 7 A. I can't. I mean, I don't know. 8 Q. Okay. I'll just let the record stand on that. 9 Was the -- was it the icloud exchange that was a part of 10 the prior attempted hack at your firm? 11 A. I have no idea. I don't think so. I think, as 12 I recall, that they attempted to get into the system, 13 our database through a portal. I don't think it had 14 anything to do with icloud. But I'm not an expert, so, 15 you know, I'm out of my league there. 16 Q. Okay. Let's go to CL0054. 17 A. Okay. Got it. 18 Q. And the top email's July 18, 2019. Do you see 19 that one, 7:15 a.m.? 20 A. I see that. 21 Q. It looks like it's a response to a 22 JeffGabbay@ArgamanTech email on July 18 at 6:29 a.m. Do 23 you agree that that's what it appears to be? 24 A. I don't know what it's in response to, but I can 25 remember it.</p>	<p style="text-align: right;">64</p> <p>1 Q. To the third Amended Complaint. 2 A. Okay. Go ahead. 3 Q. And if you go to page 503 on the top? 4 A. Okay. Got it. 5 Q. All right. And it looks like that's the full 6 email that was sent by Jeff that we just saw on the 7 bottom cutoff page that we looked at on Gabbay Exhibit 8 No. 1, okay? Have you seen that? 9 A. I've seen it. 10 Q. And do you remember getting this -- 11 A. I think so. 12 Q. -- email? 13 A. I'm sorry. I interrupted you. Yes, I think I 14 did. 15 Q. Okay. 16 A. I think I remember that. Um-hmm. Yeah. 17 Q. And then, if you look at 504. Do you have that, 18 Cliff? 19 A. I got it, yeah. 20 Q. Okay. Does that appear to be the attachment 21 that was sent by Mr. Gabbay? 22 A. Yeah, I -- 23 Q. On July 18 -- I'm sorry -- 24 A. I don't know. 25 Q. -- July 18th --</p>
<p style="text-align: right;">63</p> <p>1 Q. Okay. And you do remember receiving the, umm -- 2 both of these emails? 3 MR. POLIQUIN: What number was that? 4 MR. HILL: No. 54. 5 THE WITNESS: Karl -- if I may call you that -- 6 I only see this one. And I do recollect receiving it. 7 I'm only looking at one on this page. Is there another 8 one? 9 BY MR. HILL: 10 Q. There might be another page. 11 A. Well, now, wait a minute. I apologize, I may be 12 wrong there. There's one at the top -- am confused. I 13 do remember seeing that. And then -- 14 Q. I'm sorry, Cliff. I didn't hear you. You do 15 remember? 16 A. I do remember that one, Jeff, I'm confused, the 17 one at Thursday July 18th at 7:15. That's the only one 18 on that page, but I see there's another one at the 19 bottom or a partial one, maybe, from Jeff on Thursday 20 July 18th at 6:29. 21 Q. All right. Let me see if I can shed some light 22 on that. Let -- keep in mind that page -- you might 23 want to leave it open, because I want to now take you to 24 the exhibits again. 25 A. Okay.</p>	<p style="text-align: right;">65</p> <p>1 A. I just don't know. I -- I really don't know if 2 that was the attachment or not. 3 Q. Okay. Do you remember looking at this document 4 before? 5 A. I don't really remember. 6 Q. Okay. 7 A. I'm not sure. I'm not sure. 8 Q. And incidentally, the -- these exhibits, did you 9 send these exhibits to Mr. Poliquin for purposes of 10 filing a third Amended Complaint? 11 A. I don't know. Umm, I -- I really don't know if 12 he asked us for something that we sent to him or not. I 13 probably would not have dealt with that, myself. It 14 probably would have been a staff person, if that 15 happened. So, I don't remember that. But it's 16 possible. I don't want to deny it. 17 Q. Okay. I'm just trying keep this chronology 18 right. If you go to 505 now, as a part of the exhibits 19 -- 20 A. Yeah. I see it. I'm looking at it, yeah. 21 Q. Okay. I'm sorry, I was just looking at 22 something. 23 A. That's okay. 24 Q. So, you'll see that same email that we looked at 25 earlier as a part of Gabbay No. 1 where Bernie writes,</p>

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<p style="text-align: right;">66</p> <p>1 Jeff, am confused. Do you see that on the bottom?</p> <p>2 A. I see that.</p> <p>3 Q. The settlement proceeds were wired on Tuesday,</p> <p>4 as you directed. That's July 18, 2019.</p> <p>5 A. I see it.</p> <p>6 Q. Right?</p> <p>7 A. I see that, yes.</p> <p>8 Q. And then, do you see the next email above that?</p> <p>9 A. I do.</p> <p>10 Q. Which is 8 -- 8:34 a.m. on the 18th?</p> <p>11 A. I see that.</p> <p>12 Q. And it reads, Bernie, sorry, once again, I got</p> <p>13 the wrong Bernie. I think I need some vacations to</p> <p>14 settle down my head. Too much thinking lately. So</p> <p>15 sorry for the confusion. Thanks, and best regards.</p> <p>16 A. I -- I don't see -- I see that, yes.</p> <p>17 Q. And do you have any reason -- do you have any</p> <p>18 reason to believe that this was a hack email or no?</p> <p>19 A. I have no idea either way.</p> <p>20 Q. And then, you respond, did you not, Cliff, on</p> <p>21 Thursday, July 18 at 8:15 -- I'm sorry, 8:50 a.m.</p> <p>22 A. It looks like that. I mean, I don't remember</p> <p>23 this, but that's --</p> <p>24 Q. And what did you write there?</p> <p>25 A. It says, Enjoy Norway. Is that what you're</p>	<p style="text-align: right;">68</p> <p>1 thought it was illegitimate; right?</p> <p>2 A. Correct.</p> <p>3 Q. Okay.</p> <p>4 A. I thought I said that. I apologize if I got it</p> <p>5 backwards.</p> <p>6 Q. I may have got it wrong, too. All right.</p> <p>7 A. Okay.</p> <p>8 Q. So, let's -- let's go to -- back to Gabbay No.</p> <p>9 1.</p> <p>10 A. Now, what are we looking at? I'm sorry. I</p> <p>11 apologize. What are we looking at?</p> <p>12 Q. It's Gabbay Exhibit No. 1, CL0059.</p> <p>13 A. 59. 509.</p> <p>14 Q. 59. Not on the exhibits?</p> <p>15 A. Oh.</p> <p>16 Q. It's on the --</p> <p>17 A. Okay.</p> <p>18 Q. Yeah.</p> <p>19 A. Sorry. Tell me again. I apologize. I didn't</p> <p>20 get that then.</p> <p>21 Q. CL0059?</p> <p>22 A. 59. I'm really starting to get confused here.</p> <p>23 Okay. I see that. I got it.</p> <p>24 Q. Okay. And is that your email on the top there</p> <p>25 to Jeff Gabbay@ArgamanTech and Bernie Conaway with Kim</p>
<p style="text-align: right;">67</p> <p>1 talking about?</p> <p>2 Q. Yeah.</p> <p>3 A. Yeah, I see that.</p> <p>4 Q. Do you remember Jeff being in Norway?</p> <p>5 A. I -- I -- yeah. I have a vague recollection</p> <p>6 that he was maybe going to nor way. Now that I'm</p> <p>7 reading it, I -- it does refresh my recollection that, I</p> <p>8 think, Jeff was either going to Norway or in Norway or</p> <p>9 something like that, yeah.</p> <p>10 Q. And -- and I'll note, just to be fair, Cliff,</p> <p>11 this -- this -- I had to pull this from the exhibits,</p> <p>12 because Bernie's not copied on your Norway email. And</p> <p>13 I'm just wondering if you might still have that on your</p> <p>14 server or all the emails.</p> <p>15 A. I -- I doubt it. I know that they -- you know,</p> <p>16 I don't -- I don't really know what the protocol here</p> <p>17 is, if they back it up or they scourge the server every</p> <p>18 now and then, I just don't know.</p> <p>19 Q. But can you at least agree with me that by</p> <p>20 responding, Enjoy Norway, you thought that the email</p> <p>21 from Jeff@ArgamanTech was legitimate?</p> <p>22 A. You know, I wouldn't respond to an email, unless</p> <p>23 I thoughts it was. So, I think that inference is fair.</p> <p>24 Q. Okay. I just want to make sure the record's</p> <p>25 right. But you would not respond to an email if you</p>	<p style="text-align: right;">69</p> <p>1 copied July 23, 2019?</p> <p>2 A. I don't recall it, but that's what it says.</p> <p>3 Q. And is that responding to Jeff Gabbay with his</p> <p>4 email exchange, the business exchange, Argaman Tech?</p> <p>5 A. Responding to what? I'm sorry.</p> <p>6 Q. Is your email in response to Mr. Gabbay's email</p> <p>7 from Jeff@ArgamanTech?</p> <p>8 A. Yeah. I don't know. What -- you're talking</p> <p>9 about the email that said -- was the -- I don't -- I</p> <p>10 don't see an email from him.</p> <p>11 Q. Okay.</p> <p>12 A. I see emails with subject lines, but I don't see</p> <p>13 an email with any substance. So, I don't know what that</p> <p>14 was a response to, if anything.</p> <p>15 Q. And the subject line is, Was the transfer made</p> <p>16 yet? Do you see that?</p> <p>17 A. I see that, yeah.</p> <p>18 Q. And then, this is your response: I thought it</p> <p>19 was done awhile ago.</p> <p>20 A. I -- I don't know. But it looks that way,</p> <p>21 doesn't it?</p> <p>22 Q. Yeah. You don't know, meaning, you don't</p> <p>23 remember; right?</p> <p>24 A. I do not remember. I -- I just don't remember</p> <p>25 these two emails. I'm looking at it just like you are,</p>

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<p>70</p> <p>1 you know?</p> <p>2 Q. Looking at it now, does it refresh your</p> <p>3 recollection as to what you meant when you said, I</p> <p>4 thought it was done awhile ago?</p> <p>5 A. I can only presume what I meant. But I -- but</p> <p>6 it doesn't -- does not refresh my recollection.</p> <p>7 Q. Okay.</p> <p>8 A. I can give a presumption.</p> <p>9 Q. What did you mean?</p> <p>10 A. I don't know what I meant, but I -- it looks</p> <p>11 like I was referring to the transfer of money.</p> <p>12 Q. Okay. Let's go to No. 66. And I only have a</p> <p>13 couple more on this stack, and we can put -- put it</p> <p>14 away.</p> <p>15 A. Okay. No problem. I'll do my best. Go ahead.</p> <p>16 Q. All right. So, the -- No. 66. Do you see</p> <p>17 Bernie's email on July 27, 2019?</p> <p>18 A. On July 26, at 18:28 Bernard Conaway wrote --</p> <p>19 I'll see that.</p> <p>20 Q. Yeah. He said -- says, I've received your fax,</p> <p>21 however, I'm confused by it. Upon your instructions, I</p> <p>22 previously wired all of the remaining settlement</p> <p>23 proceeds to your Hong Kong bank.</p> <p>24 A. I see that.</p> <p>25 Q. And then, do you see Mr. Gabbay's response?</p>	<p>72</p> <p>1 were not sent by the real Jeff Gabbay?</p> <p>2 A. I have no reason one way or the other. I do not</p> <p>3 know.</p> <p>4 Q. Do you know how Mr. Gabbay found out that Bernie</p> <p>5 received a false email from a hacker, now quoting from</p> <p>6 his July 27 email?</p> <p>7 A. I have no idea to presume that --</p> <p>8 MR. TROY: Objection.</p> <p>9 THE WITNESS: -- the information -- I don't</p> <p>10 know. I don't know what he knew.</p> <p>11 BY MR. HILL:</p> <p>12 Q. When did you learn that the -- when did you</p> <p>13 learn of the hacking? Let's put it that way.</p> <p>14 A. Well, I -- presumably when I got this email from</p> <p>15 Jeff. When I was copied on this email from Jeff.</p> <p>16 Q. Do you remember --</p> <p>17 A. And --</p> <p>18 Q. Do you remember what you did after receiving</p> <p>19 this email vis-à-vis communication with Mr. Gabbay?</p> <p>20 A. I only know generally what I did thereafter. If</p> <p>21 you're asking me the very next thing I did, I couldn't</p> <p>22 tell you. I mean, I can tell will you generally what</p> <p>23 happened thereafter, but I can't answer it as precisely</p> <p>24 as you're asking it.</p> <p>25 Q. Okay. And, Cliff, did you know at this time --</p>
<p>71</p> <p>1 A. I see that.</p> <p>2 Q. He wrote, What Hong Kong bank?</p> <p>3 A. I see that.</p> <p>4 Q. The -- do you believe this to be a legitimate</p> <p>5 email from Mr. Gabbay?</p> <p>6 A. I -- I really -- I don't want to speculate. I</p> <p>7 have no idea.</p> <p>8 Q. Okay.</p> <p>9 A. I mean, I guess it looks like it is to me, if I</p> <p>10 were guessing, but --</p> <p>11 Q. And you're -- you're copied on these; right?</p> <p>12 A. Yeah.</p> <p>13 Q. And did you -- when you got this, did you do</p> <p>14 anything with -- with Mr. Gabbay, call him or talk to</p> <p>15 him, after he wrote this email?</p> <p>16 A. I don't recall. I'm sorry.</p> <p>17 Q. And if you go to No. 67 --</p> <p>18 A. Yeah. I see it.</p> <p>19 Q. Email from the top from Mr. Gabbay, You received</p> <p>20 a false email from a hacker. You're copied on that.</p> <p>21 A. I see that.</p> <p>22 Q. And that's on the same day, July 27, 2019, one</p> <p>23 minute after the, What Hong Kong bank email. Right?</p> <p>24 A. That's what it showed, yeah.</p> <p>25 Q. And do you have any reason to believe that these</p>	<p>73</p> <p>1 we're now in July 27, 2019 -- whether the email system</p> <p>2 at Argaman had been infiltrated or hacked --</p> <p>3 A. I --</p> <p>4 Q. -- prior to this one?</p> <p>5 A. I don't think I -- no, I didn't know that 'til</p> <p>6 much later.</p> <p>7 Q. You did learn it at some point?</p> <p>8 A. Some -- at some point, I was told, yeah.</p> <p>9 Q. And who told you?</p> <p>10 A. You know, I -- I knew you'd ask me that</p> <p>11 question. I was trying to think about that last night,</p> <p>12 and I'm not sure who told me. You know, it was either</p> <p>13 -- either Jeff or somebody, you know, connected with</p> <p>14 Jeff. But I don't really remember who told me that.</p> <p>15 Q. And what were you told?</p> <p>16 A. That in June, approximately a month before, the</p> <p>17 Argaman account had been hacked -- but they thought they</p> <p>18 brought in some company to address the problem, and they</p> <p>19 thought it was taken care of.</p> <p>20 Q. That would have been June of 2019?</p> <p>21 A. Yeah.</p> <p>22 Q. Do you remember the name of the company they</p> <p>23 brought in to address that, June 2019?</p> <p>24 A. I do. It was a really weird name. So, I do</p> <p>25 remember that. It was named Kakadu.</p>

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<p style="text-align: right;">74</p> <p>1 Don't ask me how to spell it, Madam Reporter, 2 'cause I don't know. 3 Q. Got ya. What did you do when you found out that 4 there was a prior hack in June of 2019? 5 A. I -- I don't know really what you're asking. 6 What did I do? I don't think I did anything in 7 particular. As things evolved, I -- at one point, much 8 later on, I talked to a lawyer in Israel in person to 9 see whether Jeff had a claim against either Argaman or 10 Kakadu. And I told Jeff that's the fellow's name, 11 information, told Jeff that I want to talk with him. 12 Q. Okay. Did -- 13 A. I'm sorry. 14 Q. Did you talk specifically with Mr. Gabbay about 15 the June cyber attack, for lack of a better phrase? 16 A. I'm sure I did. I don't remember the 17 conversation, but... 18 Q. Do you remember telling Mr. Conaway that you 19 yelled at Mr. Gabbay for not telling him about the prior 20 hack? 21 A. I never yelled at him. I don't yell at people; 22 you can probably tell that. But I think I have -- I 23 think I expressed some disappointment that we didn't 24 know about it. 25 Q. When you say he didn't know about it, that</p>	<p style="text-align: right;">76</p> <p>1 he thought it was of no consequence. So, I mean, I did 2 think that, but also trying to be fair to him, I thought 3 maybe there was a reason why -- you know, a good reason 4 why he did not, and that is, he thought it was 5 addressed. 6 BY MR. HILL: 7 Q. Do you think, just from your perspective, umm, 8 it would have been information that you would have liked 9 to have known at the time that it happened? 10 A. Well, you know, umm, Karl, you know, hindsight 11 is 20/20; right? And we're lawyers. And, sure, we 12 always would like to know everything after the fact, but 13 -- so, I, again, want to be fair to all the parties 14 involved here, including Bernie, including Jeff. So, 15 yeah, I would have liked to know, but I understand I can 16 -- I can comprehend why Jeff might not have thought that 17 it was relevant for us to know. And I don't even know 18 how much everyone knew about it, 'cause he's working for 19 this company, Argaman. They bring in their tech people. 20 So, you know, I'm not even sure how involved he was in 21 all of that. I just don't know. So, I'm trying to be 22 very fair to everybody. My answer to you is, yes, I 23 would have liked to know. What difference it would have 24 made, I don't know. 25 Q. Well, in your discussions with him, did he ever</p>
<p style="text-align: right;">75</p> <p>1 Bernie didn't know about it? 2 A. None of us knew about it -- were told about it. 3 Q. I'm sorry, what? 4 A. That we -- me and Bernie were not told about it. 5 Q. And that Mr. Gabbay knew but didn't tell you 6 guys; is that fair? 7 A. That was my assumption at the time. 8 Q. Okay. 9 A. I don't know if that's correct, but that was my 10 assumption. 11 Q. Has your assumption you just relayed changed 12 over time? 13 A. I don't think so. I don't believe. So, now, if 14 you're confronting me with something, I might rethink 15 it, but I don't think so. 16 Q. Do you think Mr. Gabbay should have told you and 17 Bernie with it when it happened? 18 MR. TROY: Objection. 19 You can answer. 20 THE WITNESS: Well, you know, again, I want to 21 be candid with you. You know, I -- I guess that was my 22 view at the time. On rethinking it, you know, I have 23 thought about that a lot, umm, that maybe, you know, I 24 -- Jeff thought it was taken care of. They called in 25 his company, and they did whatever they did, and maybe</p>	<p style="text-align: right;">77</p> <p>1 signal to you that he didn't know, because I thought you 2 said you called him, you didn't yell at him, but you 3 told him, well, why didn't you tell Bernie and me? 4 A. I -- I've asked him that question, yes. 5 MR. POLIQUIN: I'm going to object to form. 6 BY MR. HILL: 7 Q. Go ahead. 8 A. Did I answer your question? 9 Q. You asked him the question why he knew and 10 didn't tell you guys of the prior exam? You guys, 11 meaning you and Bernie. 12 A. Right. 13 Q. Okay. We're going to switch to Gabbay No. 3, 14 which I think you'll be familiar with. 15 A. Now, where I can find that -- is that in the 16 Complaint? 17 Q. No, I had directed you guys to get Gabbay No. 1, 18 Gabbay Exhibit No. 3 -- 19 A. You know -- 20 Q. -- and a third Amended Complaint. 21 A. Yeah. That's what I'm looking at, Gabbay No. 3. 22 I apologize, is this on -- is this what you just sent, 23 like, an hour ago? 24 MR. TROY: No, this was in the original 25 exhibits.</p>

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<p>78</p> <p>1 THE WITNESS: Okay, okay, okay. Let me --</p> <p>2 separating paperwork. I'm starting to get a little</p> <p>3 confused. Umm, Gabbay 3. Does it have an exhibit</p> <p>4 sticker on the bottom that's says, Gabbay?</p> <p>5 BY MR. HILL:</p> <p>6 Q. I think it's on the top.</p> <p>7 MR. TROY: It's on the top left.</p> <p>8 THE WITNESS: Oh.</p> <p>9 MR. TROY: It's a memorandum from you.</p> <p>10 THE WITNESS: Okay. Yeah, I think --</p> <p>11 MR. TROY: October 2019.</p> <p>12 THE WITNESS: I did see that in materials here,</p> <p>13 but I'm not sure what happened to it, whether -- I</p> <p>14 didn't remove anything. Now I'm going into the fourth</p> <p>15 pile. I apologize.</p> <p>16 BY MR. HILL:</p> <p>17 Q. Let me know when you're there.</p> <p>18 A. Okay. Exhibit No. 1, the Complaint, Exhibit No.</p> <p>19 3 -- I'm sorry, you said No. 5?</p> <p>20 MR. TROY: No. 3.</p> <p>21 THE WITNESS: No. 3, okay. Hold on. Okay. I</p> <p>22 see it.</p> <p>23 BY MR. HILL:</p> <p>24 Q. Okay.</p> <p>25 A. Exhibit No. 3, yeah.</p>	<p>80</p> <p>1 at you directly when I'm asking you the questions.</p> <p>2 A. No, I get it.</p> <p>3 Q. All right. So, I'm screensharing -- this is</p> <p>4 marked as Gabbay Exhibit No. 3. It doesn't have the tag</p> <p>5 on it, but --</p> <p>6 A. I'll keep looking when you're talking. Go</p> <p>7 ahead.</p> <p>8 Q. Just to confirm -- will confirm for me that this</p> <p>9 is a memo that you drafted?</p> <p>10 A. Yeah. Well, I did not read the whole thing, but</p> <p>11 I read the first paragraph. Yes, I remember that.</p> <p>12 Q. You can ask me to scroll up and down any time</p> <p>13 you want.</p> <p>14 A. I believe that you're showing me the right one.</p> <p>15 Q. And it was finalized on October 2019, and it was</p> <p>16 after a meeting that you had with Mr. Conaway at LaScala</p> <p>17 in -- I think that's Philadelphia; right?</p> <p>18 A. Yes. Yes.</p> <p>19 Q. And do you remember that meeting?</p> <p>20 A. Very well.</p> <p>21 Q. And can you just tell me briefly what the</p> <p>22 purpose of writing the memo was?</p> <p>23 A. It was just an astounding event in my career. I</p> <p>24 never before encountered anything like that. I had a</p> <p>25 long career, a wonderful career. And, umm, greatly</p>
<p>79</p> <p>1 Q. And for the record, this appears to be a</p> <p>2 three-typed-page document, (as stated), entitled,</p> <p>3 Memorandum.</p> <p>4 A. Oh, okay. That's -- I'm looking at something</p> <p>5 else. My Plaintiff's Exhibit No. 3 -- Plaintiff's</p> <p>6 Exhibit No. 3? It's an email.</p> <p>7 Q. It's Gabbay No. 3.</p> <p>8 A. Yeah. Exhibit No. 3.</p> <p>9 MR. TROY: This should be in the pile -- same</p> <p>10 pile -- same pile from you which you took all the ones</p> <p>11 that were CL-this-and-that.</p> <p>12 THE WITNESS: Yeah. Yeah. And it should be a</p> <p>13 memo from you of October 2, 2019.</p> <p>14 MR. HILL: I'm sharing my screen now. Can you</p> <p>15 guys see it?</p> <p>16 THE WITNESS: Yeah. No, I -- I know what it is.</p> <p>17 I know what you're talking about. I'm trying to find it</p> <p>18 here in the materials.</p> <p>19 MR. TROY: Cliff, he pulled it up on the screen</p> <p>20 there. You can --</p> <p>21 THE WITNESS: All right. You can ask me</p> <p>22 question on that.</p> <p>23 BY MR. HILL:</p> <p>24 Q. And no disrespect to you, Cliff, intended, but I</p> <p>25 have to look on a different screen. So, I'm not looking</p>	<p>81</p> <p>1 enjoyed practicing law, and I love lawyers. You know,</p> <p>2 I'm the President of various Bar Associations, and I'm</p> <p>3 still very active. And I love lawyers, and I love what</p> <p>4 they do. And most of them that I've met I think are</p> <p>5 great people. So -- and I like Bernie. And I -- you</p> <p>6 know, obviously, we had -- we have a rapport. So, I was</p> <p>7 shocked and astounded that he had lied to me about</p> <p>8 having insurance coverage, that -- and so, I thought the</p> <p>9 best thing I can do is meet him in person and talk to</p> <p>10 him about this. So, I remember that meeting vividly. I</p> <p>11 just really remember it. It was an amazing thing in my</p> <p>12 life and career. That's all I can tell you, to be</p> <p>13 completely candid. And when we were done talking, he</p> <p>14 hugged me. He told me he was legally and ethically</p> <p>15 responsible, that he would make good on it, 'cause I</p> <p>16 never had, had a situation like that. I said, How do</p> <p>17 you, you know, forgo something like that? And he hugged</p> <p>18 me, I hugged him. We hugged either other, and I told</p> <p>19 him I appreciated his integrity and his honesty and his</p> <p>20 willingness to do it. And I thought I should -- you</p> <p>21 asked me why I did it, so I thought it was such an</p> <p>22 amazing event that I wanted to, you know, put it in</p> <p>23 writing.</p> <p>24 Q. Okay.</p> <p>25 A. That's why.</p>

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<p style="text-align: right;">82</p> <p>1 Q. And it's -- it's to the Gabbay/Cupron file. My</p> <p>2 cursor's there now, if you want to follow it. So, I'll</p> <p>3 go back to a question I asked earlier: Is there a file</p> <p>4 that you're maintaining, a physical file?</p> <p>5 A. No, no physical file.</p> <p>6 Q. So, where --</p> <p>7 A. I --</p> <p>8 Q. Where are you -- I'm sorry?</p> <p>9 A. I believe there's no physical file. We don't</p> <p>10 keep physical files here.</p> <p>11 Q. Okay.</p> <p>12 A. I don't know if we did then or not. But go</p> <p>13 ahead.</p> <p>14 Q. Okay. You can look for it.</p> <p>15 A. I'm looking while you're talking. But go ahead.</p> <p>16 Q. I'm going to go to page three 3. And by the</p> <p>17 way, that highlighting there, (indicating), is my</p> <p>18 highlighting.</p> <p>19 A. Okay.</p> <p>20 Q. Would this memo be an electronic file at your</p> <p>21 firm somewhere?</p> <p>22 A. I don't know. I think so.</p> <p>23 Q. Okay. And here's reference to Kakadu; do you</p> <p>24 see that?</p> <p>25 A. Yep. Yep.</p>	<p style="text-align: right;">84</p> <p>1 Q. And who was that directed to?</p> <p>2 A. Well, it's a memo.</p> <p>3 Q. To who?</p> <p>4 A. That was my speculation in this memo.</p> <p>5 Q. Oh, I see. There wasn't -- I was trying to</p> <p>6 figure out whether this was directed to a particular</p> <p>7 person or not.</p> <p>8 A. No. No, I was just speculating -- thinking out</p> <p>9 loud, you know.</p> <p>10 Q. I see. And when you say, But we probably</p> <p>11 should, what do you mean by the word we on that?</p> <p>12 A. Me and Bernie.</p> <p>13 Q. Okay. Did you share this memo with Bernie after</p> <p>14 you drafted it and finalized it?</p> <p>15 A. I don't know. I know I had corresponded with</p> <p>16 him afterwards, but I don't know if I did. It was a</p> <p>17 memo to file. So, I don't know --</p> <p>18 Q. I understand.</p> <p>19 A. -- that --</p> <p>20 Q. And did -- did you obtain all of the information</p> <p>21 from that earlier exam? I just quoted your memo.</p> <p>22 A. I tried -- well, I did talk with Jeff's son,</p> <p>23 Jeff's business partner. The name I think was</p> <p>24 S-I-M-C-H-A and with a lawyer -- a man who reported to</p> <p>25 be a lawyer for Argaman, and I didn't ask him about it.</p>
<p style="text-align: right;">83</p> <p>1 Q. And this is relating your -- your --</p> <p>2 A. Yeah.</p> <p>3 Q. -- recollection of the discussion you had about</p> <p>4 that Kakadu with Bernie --</p> <p>5 A. Right.</p> <p>6 Q. -- is that right?</p> <p>7 A. Right. Yeah.</p> <p>8 Q. And here you talked about the prior exam in</p> <p>9 early June; right?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And the -- and was that -- that exam, as</p> <p>12 far as you understood it, was that at Argaman?</p> <p>13 A. Yes. That was my understanding -- that's my</p> <p>14 understanding, yes.</p> <p>15 Q. And do you have an understanding, Cliff, as to</p> <p>16 which accounts in this case were hacked?</p> <p>17 A. Oh. No idea, sorry.</p> <p>18 Q. How about which exchange, Argaman, Gmail,</p> <p>19 Bernie, you?</p> <p>20 A. No idea. If I -- if I ever knew that, I don't</p> <p>21 remember it today. I don't think I knew that.</p> <p>22 Q. And then, you wrote, I am not sure we have all</p> <p>23 the information from that earlier exam and how that was</p> <p>24 dealt with in early June, but we probably should.</p> <p>25 A. I see that. That was my thought at the time.</p>	<p style="text-align: right;">85</p> <p>1 I did not get any additional information.</p> <p>2 Q. Do you know if it was one particular exam or two</p> <p>3 exams prior to July of 2019?</p> <p>4 A. I don't know.</p> <p>5 Q. And do you know when Kakadu was hired by</p> <p>6 Argaman?</p> <p>7 A. No, I do not.</p> <p>8 Q. And Kakadu -- I think you described it as the</p> <p>9 firm hired by Argaman to address the exam?</p> <p>10 A. That's what I was told.</p> <p>11 Q. In -- beginning in June of 2019?</p> <p>12 A. Yeah. I don't any exactly when. But I was told</p> <p>13 that was the name of the firm.</p> <p>14 Q. Not exactly when, but in June of 2019?</p> <p>15 A. Yeah, I -- I don't know. I'm sorry, I don't</p> <p>16 know the dates.</p> <p>17 Q. Well, let's go back to your memo. You say, But</p> <p>18 he brought it up to me that Kakadu apparently dealt with</p> <p>19 a prior scam in early June.</p> <p>20 A. Okay.</p> <p>21 Q. So --</p> <p>22 A. Okay. I didn't remember that.</p> <p>23 Q. Okay.</p> <p>24 MR. HILL: Gents, do you mind if we take about a</p> <p>25 10-minute break? I'm going to organize my notes. I'm</p>

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<p style="text-align: right;">86</p> <p>1 getting close to wrapping up, but I want to use -- use</p> <p>2 the time efficiently. Can we take a 10-minute break?</p> <p>3 MR. POLIQUIN: Okay.</p> <p>4 MR. TROY: Sure.</p> <p>5 MR. HILL: All right. Thanks.</p> <p>6 (Whereupon, a recess occurred in the proceedings</p> <p>7 at 11:09 a.m. after which the following occurred on the</p> <p>8 record at 11:26 a.m.):</p> <p>9 DIRECT EXAMINATION (CONT'D)</p> <p>10 BY MR. HILL:</p> <p>11 Q. Thanks for that little time out. I appreciate</p> <p>12 it. And I wouldn't be too much longer. Thank you for</p> <p>13 your time today, Cliff. I appreciate it.</p> <p>14 A. Um-hmm.</p> <p>15 Q. So, we just left the memo you did on October 2,</p> <p>16 of 2019. And I'm going to share my screen. This is a</p> <p>17 group of documents that I produced to Mr. Poliquin. And</p> <p>18 I'm just going to ask about a couple pages of these.</p> <p>19 Can everyone see the screen?</p> <p>20 A. It's very high. It's really hard for me to read.</p> <p>21 it.</p> <p>22 Q. Yeah, let me -- I can -- I can expand it. How's</p> <p>23 that? Better?</p> <p>24 A. Yeah. I can see part of No. 1.</p> <p>25 Q. Okay. I'll -- I'll have to scroll down to</p>	<p style="text-align: right;">88</p> <p>1 today.</p> <p>2 BY MR. HILL:</p> <p>3 Q. So, this will be marked as Rieders No. 1. Do</p> <p>4 you remember sending this email/letter?</p> <p>5 A. No.</p> <p>6 Q. And No. 2 I'm focusing on -- do you see my</p> <p>7 cursor?</p> <p>8 A. Yes.</p> <p>9 Q. Contacting Jeff. The following two numbers are</p> <p>10 fax numbers Jeff gave to me, and I will use those until</p> <p>11 Jeff tells me that he has a secure email system. Did I</p> <p>12 read that right?</p> <p>13 A. Yeah.</p> <p>14 Q. So, as of this time on in July 30th, did you</p> <p>15 understand that this email system at Argaman was not</p> <p>16 secure?</p> <p>17 A. I did not know that. I just didn't -- you know,</p> <p>18 I -- I'm -- I'm speculating that maybe I was just</p> <p>19 allotted some -- some original way of there being</p> <p>20 contact.</p> <p>21 Q. Um-hmm.</p> <p>22 A. But I don't know why that is. I don't know if</p> <p>23 it was because I didn't think it was secure or I felt we</p> <p>24 should have an alternative. I really don't remember why</p> <p>25 I said that.</p>
<p style="text-align: right;">87</p> <p>1 orient you, since I did not send this to you prior.</p> <p>2 A. Okay.</p> <p>3 Q. So, these have Bates numbers on the bottom.</p> <p>4 You'll see CL -- this one -- this one's 274,</p> <p>5 (indicating).</p> <p>6 A. Okay.</p> <p>7 Q. And this is the first one I want to talk to you</p> <p>8 about. This is on your letterhead, July 30, 2019,</p> <p>9 Rieders, Travis, Humphrey, Waters & Dohrmann. And what</p> <p>10 I think -- in fairness to you, Cliff, I can just scroll</p> <p>11 down slowly, and you can tell me to slow down or speed</p> <p>12 up when you're ready.</p> <p>13 A. Okay. Go ahead.</p> <p>14 Q. Okay. (Complies).</p> <p>15 A. Okay.</p> <p>16 Q. You're a fast reader.</p> <p>17 A. Yep. Well, I didn't see No. 2. Can you go</p> <p>18 back?</p> <p>19 Q. Yep, (complies).</p> <p>20 A. Okay.</p> <p>21 MR. HILL: And I'm going to mark this one --</p> <p>22 this two-paged letter; it's base Bates No. CL274 and</p> <p>23 275, July 30, 2019 letter, as Rieders No. 1.</p> <p>24 MR. HILL: And, Miss Court Reporter, I'm happy</p> <p>25 to get you these right after we finish our deposition</p>	<p style="text-align: right;">89</p> <p>1 Q. Okay. Is it fair to conclude at this time,</p> <p>2 based on this letter, that everyone, including yourself,</p> <p>3 was aware of the hack at Argaman?</p> <p>4 A. Well, when you say everyone, I --</p> <p>5 Q. Let's just say you -- that you -- let's -- I'll</p> <p>6 rephrase it. That you were aware of the Argaman hack?</p> <p>7 A. I would so deduce that from this letter, yes.</p> <p>8 Q. Okay. All right. Now, I'm going to go to No.</p> <p>9 4. Jeff, you said that you have been in contact with</p> <p>10 the company -- stop right there. Are you referring to</p> <p>11 Kakadu right there?</p> <p>12 A. I don't remember, because I don't remember the</p> <p>13 letter. But I would presume that, yes.</p> <p>14 Q. That fixed your hacking problem in connection</p> <p>15 with Argaman previously. That's the June 2019 hack?</p> <p>16 A. I, again, would make that presumption.</p> <p>17 Q. Okay. And then, next sentence, I strongly urge</p> <p>18 you to make a claim since you said they have insurance.</p> <p>19 Do you know if Argaman ever made a claim against the</p> <p>20 company that fixed the hacking problem previously?</p> <p>21 A. I do not know if they did.</p> <p>22 Q. Do you know who would be able to answer that</p> <p>23 question for me?</p> <p>24 A. I do not know that.</p> <p>25 Q. Okay. I'm going to go to -- I'm scrolling down.</p>

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<p style="text-align: right;">90</p> <p>1 Okay. I'm going to identify it for the record, and</p> <p>2 then, I'll slow down and let you read it, okay?</p> <p>3 A. Okay. Sure.</p> <p>4 Q. This looks like an email/letter, I guess, I'll</p> <p>5 call it. Friday, August 2, 2019 at 10:29 a.m. And it's</p> <p>6 Bates No. CL278 and 279. And this CL278-279, this</p> <p>7 letter of August 2, we'll mark as Rieders No. 2.</p> <p>8 MR. HILL: And I'll provide it to the court</p> <p>9 reporter and everyone --</p> <p>10 THE WITNESS: Okay.</p> <p>11 MR. HILL: -- after the deposition.</p> <p>12 BY MR. HILL:</p> <p>13 Q. Okay. Now, I'll read it -- I'll scroll through</p> <p>14 it. And you tell me when to move on.</p> <p>15 A. I don't remember the letter, but the content is</p> <p>16 familiar to me.</p> <p>17 Q. Okay.</p> <p>18 A. I think all those things happened.</p> <p>19 Q. Um-hmm. The second paragraph, It is clear to</p> <p>20 every -- at this point, you had -- I'm not trying to</p> <p>21 describe it with any great degree of particularity, but</p> <p>22 you had been involved in trying to figure out what to do</p> <p>23 with respect to this issue; is that fair?</p> <p>24 A. I was trying to help Bernie and Jeff, yes.</p> <p>25 Q. Okay. Second -- second paragraph, It is clear</p>	<p style="text-align: right;">92</p> <p>1 very good forensic examination needs to be done of both</p> <p>2 computer systems -- let me stop you right there. Do you</p> <p>3 know if a forensic examination has been done with</p> <p>4 respect to the Argaman computer system?</p> <p>5 A. I do not know.</p> <p>6 Q. Okay. I'm going to go back to one more. Okay.</p> <p>7 For the record, this is an email/letter August 2, 2019</p> <p>8 with your letterhead. It's CL276 and 277. We'll mark</p> <p>9 that as Rieders Exhibit No. 3, and I'll provide copies.</p> <p>10 Do you remember this one?</p> <p>11 A. I do not remember the letter, but in fairness, I</p> <p>12 have not seen these letters for, what, in 40 years. But</p> <p>13 let me read it, because I can tell you --</p> <p>14 Q. I'm sorry. I'm sorry. I think that's the full</p> <p>15 text of the --</p> <p>16 A. Okay.</p> <p>17 Q. -- content, (indicating).</p> <p>18 A. Okay. I -- I don't remember this, but, you</p> <p>19 know, I -- I believe it.</p> <p>20 Q. Do you believe this is the first time that you</p> <p>21 mentioned to Bernie Conaway that there was a potential</p> <p>22 claim against him?</p> <p>23 A. I don't know. I know that it was a very hard</p> <p>24 letter to write.</p> <p>25 Q. Okay.</p>
<p style="text-align: right;">91</p> <p>1 to everyone we have spoken to that somehow this</p> <p>2 intrusion was through the Argaman portal. Is that your</p> <p>3 understanding today as well?</p> <p>4 A. That's what I believe. I don't know that that's</p> <p>5 true, and that's not a scientific, you know --</p> <p>6 Q. Yeah.</p> <p>7 A. -- conclusion, but that's -- that's what I</p> <p>8 believe I've been told, yes.</p> <p>9 Q. And -- and who would have told you that?</p> <p>10 A. Well, I -- you asked me that earlier, and I -- I</p> <p>11 believe Jeff told me. I believe that his son told me.</p> <p>12 I believe that his business partner told me. And I</p> <p>13 believe maybe even the lawyer for Argaman told me. But</p> <p>14 that's just all very, sort of, vague.</p> <p>15 Q. Okay.</p> <p>16 A. I'm not certain about -- about -- if anyone</p> <p>17 said, no, I didn't, I'd believe them, but that's my best</p> <p>18 information I can give you.</p> <p>19 Q. Okay. Fair enough. And the second sentence,</p> <p>20 There may be issues with the integrity of Bernie's</p> <p>21 system as well.</p> <p>22 Do you have an understanding today, as we sit</p> <p>23 here, whether there was a problem with Bernie's system.</p> <p>24 A. I have no idea.</p> <p>25 Q. Okay. Next paragraph, The bottom line is that a</p>	<p style="text-align: right;">93</p> <p>1 A. But --</p> <p>2 Q. Do you have an understanding, with all of your</p> <p>3 years of experience in litigation, that when there's a</p> <p>4 potential claim, a litigation claim, that there's a duty</p> <p>5 to preserve evidence?</p> <p>6 A. Within the jurisdiction. I mean, we can talk</p> <p>7 about that now 'til the cows come home. I don't want to</p> <p>8 give you a legal opinion on this --</p> <p>9 Q. Okay.</p> <p>10 A. -- because it depends on a lot of factors.</p> <p>11 Q. How about in general? Are you aware of a duty</p> <p>12 to preserve when you're notified of a potential claim</p> <p>13 against you?</p> <p>14 A. Again, I -- I wouldn't feel comfortable giving</p> <p>15 an opinion like that, because it depends upon a lot of</p> <p>16 facts and circumstances which I don't have. So, I'm</p> <p>17 just not comfortable giving that opinion.</p> <p>18 Q. Okay. Fair enough.</p> <p>19 A. I'm sorry. Again, I'm not trying to be coy with</p> <p>20 you, I'm just trying to, you know, be direct and honest.</p> <p>21 Q. Appreciate that. Now, the last document I want</p> <p>22 to show you is the -- I think I can pull it up. How</p> <p>23 about in Pennsylvania? Is there -- do you understand</p> <p>24 that there's a general duty to preserve when you're</p> <p>25 notified of a claim against -- against yourself or your</p>

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<p style="text-align: right;">94</p> <p>1 company?</p> <p>2 A. Yeah. Again, I -- I don't want to get into</p> <p>3 giving opinions. I'm just not comfortable. I am asked</p> <p>4 from time to time to give opinions. People have tried</p> <p>5 to hire me as an expert many times, and I always refrain</p> <p>6 from doing that. I don't know if it's undue modesty,</p> <p>7 but I -- you know, when I -- when I teach a class, a</p> <p>8 course, which I do a lot of, you know, I always study up</p> <p>9 before I open my mouth. So, I don't really feel</p> <p>10 comfortable, Karl -- I hope you understand -- just</p> <p>11 giving you an answer off the top of my head.</p> <p>12 Q. Okay.</p> <p>13 A. That's not how I do things.</p> <p>14 Q. I'll take that. All right. Here is the last</p> <p>15 exhibit today. You probably have a hard copy printed.</p> <p>16 I know I sent this out probably this morning. But I can</p> <p>17 scroll through it, if you want, or you can tell me you</p> <p>18 have it on your desk, and I can stop the share.</p> <p>19 A. Okay.</p> <p>20 MR. TROY: What's the number or exhibit, Karl?</p> <p>21 MR. HILL: This is going to be Exhibit No. 4,</p> <p>22 which, for the record, is an April 6th, 2020 written</p> <p>23 communication on Rieders' letterhead. It contains a</p> <p>24 two-paged letter, and then, a document entitled</p> <p>25 complaint, which has 13 pages to it, the pleading,</p>	<p style="text-align: right;">96</p> <p>1 A. I got it.</p> <p>2 Q. All right. Thank you for that. All right. Do</p> <p>3 you recognize this as a letter that you sent?</p> <p>4 A. Again, I -- you know, I haven't looked at it</p> <p>5 since 2020, but I do have a vague recollection of it,</p> <p>6 yes.</p> <p>7 Q. Okay. And are you the author of the attached</p> <p>8 pleading entitled "Complaint?"</p> <p>9 A. That I don't know. I don't remember that, if I</p> <p>10 did it or -- I don't know the answer to that.</p> <p>11 Q. Do you know if it would have been someone within</p> <p>12 your organization or someone else?</p> <p>13 A. Yeah. If it -- if it came to this organization,</p> <p>14 it presumably would have been me, but I'm not even a</p> <p>15 hundred -- I'm 90 percent -- 99 percent sure of that.</p> <p>16 I'm not actually certain, actually.</p> <p>17 Q. In your letter, I say, I am enclosing for your</p> <p>18 perusal a Complaint which would be filed against you.</p> <p>19 A. Right.</p> <p>20 Q. Okay. I'm just trying to get to the bottom of</p> <p>21 who drafted the Complaint.</p> <p>22 A. Yeah, and I -- I cannot honestly tell you that.</p> <p>23 Q. And can you honestly tell me one way or the</p> <p>24 other whether it was someone within your shop or not?</p> <p>25 A. I -- I don't know. But I know that I determined</p>
<p style="text-align: right;">95</p> <p>1 itself, and then, exhibits.</p> <p>2 THE WITNESS: I recall that in what you've sent</p> <p>3 to me. I don't have it right in front of me, but go</p> <p>4 ahead and ask your question.</p> <p>5 BY MR. HILL:</p> <p>6 Q. Okay. So, I'll share the screen. If you need</p> <p>7 me to --</p> <p>8 A. Yeah.</p> <p>9 Q. -- go in some direction beyond where I want to</p> <p>10 go, just let me know. Do you recognize the email in the</p> <p>11 draft complaint?</p> <p>12 A. Well, you're not showing it.</p> <p>13 Q. Okay. Let's start with the letter.</p> <p>14 A. It's a letter of April 6th, 2020.</p> <p>15 Q. Yes, sir.</p> <p>16 A. Okay. I did find that. This is to Bernie</p> <p>17 Conaway. Yes, I see that. I -- I have it here.</p> <p>18 Q. Do you have the hard -- you have the hard copy?</p> <p>19 A. I do. Thank you for sending it to me. I do</p> <p>20 have it.</p> <p>21 Q. I'm happy to keep the share up, but I can shut</p> <p>22 it --</p> <p>23 A. Go ahead. I'm looking at it.</p> <p>24 Q. I think I took the share down anyway. So --</p> <p>25 okay. There we go.</p>	<p style="text-align: right;">97</p> <p>1 not to file it, since it had been filed in Delaware and</p> <p>2 that I would have to have other counsel, and I was not</p> <p>3 willing to take this on. I do remember that.</p> <p>4 Q. Okay. And ultimately, Mr. Poliquin filed the</p> <p>5 case; right?</p> <p>6 A. I believe so, yeah.</p> <p>7 Q. Did he use this draft complaint or a draft</p> <p>8 complaint that you prepared to --</p> <p>9 A. I have no idea --</p> <p>10 Q. -- file --</p> <p>11 A. -- because -- I'm sorry. I have no idea what he</p> <p>12 used, 'cause I never compared the two.</p> <p>13 Q. Okay.</p> <p>14 A. I never compared what he filed versus this. So,</p> <p>15 I don't know if he used any of this information or not.</p> <p>16 Q. Was there another attorney in your firm that was</p> <p>17 working with or on behalf of Mr. Gabbay at this time?</p> <p>18 A. I don't think so, no. I think so. But keep in</p> <p>19 mind, there are paralegals here, associates. And I'm</p> <p>20 just trying answer to you that I'm not absolutely</p> <p>21 certain no one else worked on it, but I don't think</p> <p>22 anyone else did.</p> <p>23 Q. And I know I asked you whether you ever opened a</p> <p>24 file in the Chancery case. Did you open a file on this</p> <p>25 one?</p>


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<p style="text-align: right;">98</p> <p>1 A. I don't know why I would have. I don't think</p> <p>2 so. I -- no. I doubt it.</p> <p>3 Q. Just putting aside your firm, did you shop this</p> <p>4 out to any other attorney prior to Mr. Poliquin to draft</p> <p>5 this pleading that we're looking at?</p> <p>6 A. I did talk with other lawyers before Mr.</p> <p>7 Poliquin, yes.</p> <p>8 Q. Okay. I understand that. What about in</p> <p>9 connection with drafting the Complaint? That's what I'm</p> <p>10 getting at.</p> <p>11 A. Which Complaint, the one that you sent to me?</p> <p>12 Q. The one we're looking at, yes.</p> <p>13 A. I don't think anybody else is involved in that,</p> <p>14 but I -- I don't know for certain.</p> <p>15 Q. Is there a way you could figure that out?</p> <p>16 A. I don't think so. I've talked with other people</p> <p>17 about this problem and what to do about it. I've talked</p> <p>18 about the fact that Bernie had made an absolute ironclad</p> <p>19 promise to me and then reneged on it. Umm, and so --</p> <p>20 did I talk with other people about how to address this,</p> <p>21 to me, unusual problem? I might have, but I -- you</p> <p>22 know, I just don't recall at this point specifically.</p> <p>23 Q. And I'm not trying to trick you, but let me,</p> <p>24 umm, suggest -- and you can check me on this, but I</p> <p>25 looked at this Complaint, which we're now marking as</p>	<p style="text-align: right;">100</p> <p>1 Q. Okay. Do you want to take a look at the</p> <p>2 Complaint that's attached to your letter on April 6th,</p> <p>3 2020?</p> <p>4 A. Yeah. I'll do whatever you ask me to do that my</p> <p>5 attorney let's me to do. You want me to read it?</p> <p>6 Q. Just --</p> <p>7 A. Again, I've never seen it -- I've never read it</p> <p>8 before, so I'm not sure what you're asking me to do with</p> <p>9 it.</p> <p>10 Q. I'm sorry, you never read the complaint that's</p> <p>11 attached to your lawyer on April 6th --</p> <p>12 A. Oh, I --</p> <p>13 Q. -- 2020?</p> <p>14 A. I've read that Complaint, obviously.</p> <p>15 Q. What's that?</p> <p>16 A. I thought you were asking me about the Complaint</p> <p>17 that was filed in Federal Court.</p> <p>18 Q. Oh, I'm sorry. I may have been confusing on</p> <p>19 that. I'm focusing right now --</p> <p>20 A. Okay.</p> <p>21 Q. -- on this Complaint?</p> <p>22 A. So, that's --</p> <p>23 Q. That's attached to your letter?</p> <p>24 A. Okay. What's your question?</p> <p>25 Q. Were you aware that this pleading requests</p>
<p style="text-align: right;">99</p> <p>1 Rieders Exhibit No. 4, which is attached to your letter</p> <p>2 dated April 6th, 2020, with all the way to the third</p> <p>3 Amended Complaint, which we looked at earlier, and</p> <p>4 they're -- 90 percent of it, I would say -- I could be</p> <p>5 off on the math. Comes from the draft complaint that...</p> <p>6 you sent in April of 2020. Did you know that?</p> <p>7 A. No. I'd have no reason to know it, but I know</p> <p>8 that lawyers all over the Country -- you know, I do</p> <p>9 multi-district litigation where we have lawyers from all</p> <p>10 over the Country. I look at other people's work. If</p> <p>11 they like it, sometimes they use it, sometimes they</p> <p>12 don't. So, that's not -- wouldn't shock me. We all do</p> <p>13 it. We all look at other people's work, and if we like</p> <p>14 the work, we might utilize it.</p> <p>15 Q. 2:11:04 FR sounds like I'm not going to be able</p> <p>16 to figure out who the architect of this draft complaint</p> <p>17 is; is that what you're saying?</p> <p>18 A. I -- I tell you everything I know.</p> <p>19 Q. Were you aware that the draft complaint, and</p> <p>20 then, the three iterations of the Complaint actually</p> <p>21 filed in Federal Court here request punitive damages?</p> <p>22 A. I -- I don't know what was filed in the other</p> <p>23 one, I'm sorry.</p> <p>24 Q. I'm sorry?</p> <p>25 A. I do not know what was filed in Delaware.</p>	<p style="text-align: right;">101</p> <p>1 punitive damages in all of the -- all of the counts?</p> <p>2 A. I see that. I didn't recall it, but I see it.</p> <p>3 It's here, yes.</p> <p>4 Q. Okay. And you -- you've been doing litigation</p> <p>5 for a long time, including personal injury cases. Do</p> <p>6 you have a basis in your own mind to support punitive</p> <p>7 damages against Conaway-Legal?</p> <p>8 A. Well, you're asking me a legal question, and I</p> <p>9 don't know that it's appropriate for me to answer that.</p> <p>10 But if you want me to, umm, what I'd say is at some</p> <p>11 point, somebody misrepresents and says something that's</p> <p>12 not the truth. And on multiple occasions, there could</p> <p>13 be a basis for it. But again, that's a very</p> <p>14 factually-intensive question. And, you know, I would --</p> <p>15 I would indicate to you that this was never filed</p> <p>16 anyway, because I didn't think it was appropriate for me</p> <p>17 to file the case in Delaware. So, you're asking me to</p> <p>18 tell you whether somebody else should have or should not</p> <p>19 have included that language, and I don't know if they</p> <p>20 did. I don't know if it's in the Complaint filed in</p> <p>21 Delaware. I have no idea. So, you know, in terms of a</p> <p>22 draft, you know, which as you know -- I'm sure you've</p> <p>23 done it, too. You put things out in a draft that may or</p> <p>24 may to come to fruition in the final prompt. And I -- I</p> <p>25 would add just like I trusted Bernie Conway to do the</p>

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<p>102</p> <p>1 job in Delaware, I trust Ron Poliquin to do his job.</p> <p>2 Q. And when you said that there was some behavior</p> <p>3 that, in your experience, might enable the correct --</p> <p>4 enable the Plaintiff to obtain punitive damages, are you</p> <p>5 -- you referenced some misrepresentation. Are you</p> <p>6 talking about the discussion you had with Mr. Conaway</p> <p>7 about malpractice insurance?</p> <p>8 A. About malpractice insurance, about him telling</p> <p>9 me that he -- that he accepted moral and legal</p> <p>10 responsibility and would be taking care of it, about him</p> <p>11 making a proposal to me to pay it from some settlement</p> <p>12 that he expected, and getting a completely different</p> <p>13 proposal. You know, maybe -- I thought about it. I</p> <p>14 could think about some other things, but I don't know</p> <p>15 when this was drafted specifically what I was thinking</p> <p>16 about, because this is a draft that was not filed by me</p> <p>17 and would not be filed by me that was looked at and</p> <p>18 vetted by other competent people in your jurisdiction.</p> <p>19 Q. All right. We're going to just do one quick</p> <p>20 exercise. If could you, keep this Complaint out. This</p> <p>21 is going to be Exhibit No. 4, attached to your letter.</p> <p>22 And you should have the third Amended Complaint.</p> <p>23 Exhibits became a mess today, and I apologize, but you</p> <p>24 have the third Amended Complaint, itself?</p> <p>25 A. I put them all back in the stack. I thought we</p>	<p>104</p> <p>1 Q. And --</p> <p>2 A. -- you said 11 before. What do you want me to</p> <p>3 do?</p> <p>4 Q. Paragraph 11 on page 3 of the Complaint that's</p> <p>5 attached to your letter.</p> <p>6 A. Starting with, On multiple occasions?</p> <p>7 Q. Yep.</p> <p>8 A. Okay.</p> <p>9 Q. And then, take a look at -- look over to your</p> <p>10 right or left to paragraph 18 of the filed third Amended</p> <p>11 Complaint.</p> <p>12 A. Okay.</p> <p>13 Q. Do you see how they're identical?</p> <p>14 A. I haven't seen it word for word. So, I don't</p> <p>15 want to agree to anything without doing that.</p> <p>16 Q. Go ahead.</p> <p>17 A. Okay. They're identical.</p> <p>18 Q. Okay. And let's do the same exercise for</p> <p>19 paragraph 12 and paragraph 19 in third Amended</p> <p>20 Complaint.</p> <p>21 A. Twelve in the third amended complaint, and what?</p> <p>22 Q. No, 12 in the Complaint attached to your letter?</p> <p>23 A. Okay, subsequent. Okay.</p> <p>24 Q. And 19 in the third Amended Complaint.</p> <p>25 A. Okay. And you want me to compare every word in</p>
<p>103</p> <p>1 were done. I'll try to find it.</p> <p>2 Q. Yeah. Take your time.</p> <p>3 A. So, you want me to compare the draft to the</p> <p>4 third Amended Complaint?</p> <p>5 Q. I want you to pull the third Amended Complaint</p> <p>6 out and have it next to the Complaint that is a part of</p> <p>7 your letter of April 6, 2020. And let me know when you</p> <p>8 have both out.</p> <p>9 A. When you talk about the third Amended Complaint,</p> <p>10 are you talking about something you sent to me?</p> <p>11 Q. It was -- it was one of the ones that I asked</p> <p>12 you guys to pull and print before we started today. And</p> <p>13 I think you had earlier, because you said you had it but</p> <p>14 not the exhibits.</p> <p>15 A. Okay. I found the third Amended Complaint.</p> <p>16 Q. Okay. Now, what I want you to do is flip to</p> <p>17 page 3 of the Amended Complaint that's attached to your</p> <p>18 letter.</p> <p>19 A. Okay. Okay, (complies).</p> <p>20 Q. And then, I want you to flip to paragraph --</p> <p>21 starting on paragraph 18 of the third Amended Complaint.</p> <p>22 A. Okay.</p> <p>23 Q. Okay. And I want you to match up paragraph 11</p> <p>24 on the Complaint attached to your letter.</p> <p>25 A. Well --</p>	<p>105</p> <p>1 here?</p> <p>2 Q. Yeah.</p> <p>3 A. They are not identical, no.</p> <p>4 Q. Okay.</p> <p>5 A. Did you read these carefully? They're not</p> <p>6 identical.</p> <p>7 Q. Okay. Let me -- let me -- I didn't catch that.</p> <p>8 Let's see it.</p> <p>9 A. I'm answering your question. You asked me if</p> <p>10 they're identical, and the answer is no.</p> <p>11 Q. And can you tell me where it's not identical?</p> <p>12 A. I'll have to go back. Yeah, I can.</p> <p>13 Q. Okay. Please tell me.</p> <p>14 A. Okay. The drafted -- draft complaint -- I'm</p> <p>15 sorry, the third Amended Complaint says in its first</p> <p>16 language, First, without any relation. The draft does</p> <p>17 not say that.</p> <p>18 Q. The draft -- draft in paragraph 12 doesn't say</p> <p>19 that?</p> <p>20 A. Not that I see.</p> <p>21 Q. How about the last four letters of paragraph 12?</p> <p>22 A. I see the word first there. So, it's not</p> <p>23 identical that it would be in different places, the</p> <p>24 different -- you know, you're asking me to be precise,</p> <p>25 and so, the word first is in a different place in the</p>

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<p style="text-align: right;">106</p> <p>1 third Amended Complaint, versus, the draft.</p> <p>2 Q. All right. We can go through a whole bunch more</p> <p>3 of these paragraphs, and people can read them for</p> <p>4 themselves.</p> <p>5 A. Sure.</p> <p>6 Q. Was it you or your firm that was the architect</p> <p>7 of this case that ultimately was filed against</p> <p>8 Conaway-Legal and Bernie Conaway?</p> <p>9 MR. TROY: Objection.</p> <p>10 MR. POLIQUIN: Objection to the form.</p> <p>11 MR. TROY: You can -- you can answer.</p> <p>12 Objection.</p> <p>13 THE WITNESS: What do you mean by architect?</p> <p>14 BY MR. HILL:</p> <p>15 Q. That you -- you drafted the Complaint that later</p> <p>16 -- in a later iteration became the Complaint that was</p> <p>17 filed in District Court?</p> <p>18 A. I don't know that, because I haven't compared</p> <p>19 the two.</p> <p>20 Q. Okay.</p> <p>21 A. Obviously, I did a draft, and I don't know what</p> <p>22 counsel thought was appropriate to utilize from that or</p> <p>23 not utilize. But we do that -- we do that all the time;</p> <p>24 right?</p> <p>25 Q. Are you saying -- I'm -- I'm sorry, I didn't</p>	<p style="text-align: right;">108</p> <p>1 at 11:58 a.m. after which the following occurred on the</p> <p>2 record at 12:01 p.m.:)</p> <p>3 MR. HILL: Cliff, pleasure meeting you. Thanks</p> <p>4 for the time. I don't have any other questions for you</p> <p>5 right now.</p> <p>6 THE WITNESS: Thank you. Thank you very much.</p> <p>7 I appreciate the thoroughness of the questions.</p> <p>8 MR. POLIQUIN: I don't have any questions.</p> <p>9 MR. TROY: Nor do I. Thank you.</p> <p>10 MR. HILL: So, the question now, Paul, is</p> <p>11 whether you want to read and sign or waive the reading</p> <p>12 and the signing.</p> <p>13 MR. TROY: We will read and sign.</p> <p>14 THE WITNESS: Am I free to go?</p> <p>15 MR. POLIQUIN: I think we're all free to go.</p> <p>16 MR. HILL: You're free to go.</p> <p>17 THE WITNESS: Thank you.</p> <p>18 (The proceedings concluded at 12:03 p.m.)</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">107</p> <p>1 mean to interrupt you.</p> <p>2 A. What Mr. Poliquin might have done is what you</p> <p>3 and I do and any lawyer does all the time. You look at</p> <p>4 forms. There's form books; right? They sell on the</p> <p>5 internet, you know, Lexis and Westlaw. We look at other</p> <p>6 people's work all the time. Sometimes we use it,</p> <p>7 sometimes we don't. I mean, it's garden variety stuff.</p> <p>8 And, you know, I trust Ron to have done a good and</p> <p>9 thorough job, to have looked at whatever he looked at</p> <p>10 and to have checked it, whatever information he had</p> <p>11 available. And just as I trusted Bernie at one time, I</p> <p>12 trusted Ron. So, I can't tell you -- umm, I can't</p> <p>13 answer your question in any way to tell you what -- you</p> <p>14 know, what he followed and what he did not and why.</p> <p>15 Q. Here's a simple one, then, maybe: Did you send</p> <p>16 this draft to Mr. Poliquin?</p> <p>17 A. I don't know. I have no way of knowing that.</p> <p>18 Q. Okay.</p> <p>19 MR. HILL: Can we just take a two-minute break?</p> <p>20 I want to confirm with my client. I think I should be</p> <p>21 done. I don't know if Mr. Poliquin or Mr. Troy will</p> <p>22 have some questions, but let's just take a couple-minute</p> <p>23 break, please.</p> <p>24 MR. POLIQUIN: Thank you.</p> <p>25 (Whereupon, a recess in the proceedings occurred</p>	<p style="text-align: right;">109</p> <p style="text-align: center;">CERTIFICATION</p> <p>I hereby certify that this transcript of</p> <p>proceedings is true and correct and meets the format</p> <p>specifications established by the Supreme Court of</p> <p>Pennsylvania in Rule 4010.</p> <p style="text-align: center;"></p> <p>8/31/2023</p> <p>DATE CYNETHA JADE HARRISON, RPR, CRR</p>

Cliff A. Rieders, Esquire - August 17, 2023

<p style="text-align: right;">110</p> <p style="text-align: center;">ERRATA SHEET</p> <p>INSTRUCTIONS: After reading the transcript of testimony, please note any change, addition or deletion on this sheet. DO NOT make any marks or notations on the actual transcript. (Use additional paper if needed and attach it to this sheet.)</p> <p>Please sign and date this Errata Sheet and return it to the court reporter indicated below.</p> <p>Case Name: Jeff Gabbay v. Bernard G. Conaway, Esquire and Conaway-Legal, LLC, C.A. No. 1:20-cv-00743-GBW</p> <p>Date/Time August 17, 2023</p> <p>Taken: 9:00 a.m.</p> <p>Remote</p> <p>Deposition of: CLIFF RIEDERS, ESQ.</p> <p>PAGE LINE CORRECTION</p> <p>DATE: _____</p> <p>SIGNATURE: _____</p> <p>RETURN TO: Cynetha Jade Harrison, RPR, CRR CynethaJade@gmail.com (570) 417-3441</p>	
<p style="text-align: center;"><small>www.lexitaslegal.com/premier Lexitas</small></p>	

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JEFFREY GABBAY

v.

No. 1:20-cv-00743-LPS

BERNARD G. CONWAY, ESQUIRE
AND CONAWAY-LEGAL, LLC

CLIFF A. RIEDERS, ESQUIRE'S ERRATA SHEET
FOR AUGUST 17, 2023 DEPOSITION

Page Line Correction

- 8 4 "in" should be "to"
- 10 16 "being" should be "doing"
- 13 5 "a plea to" should be "complete"
- 13 8 "the" should be deleted
- 17 12 "can't" should be "can"
- 17 16 "cause" should be "because"
- 17 18 "cause" should be "because"
- 18 12 "become" should be "because"
- 19 19 "had" should be deleted
- 22 6 "CRieders@RiedersTravis.com" should be "crieders@RiedersTravis.com"
- 22 18 "CRieders@RiedersTravis.com" should be "crieders@RiedersTravis.com"
- 35 2 "set" should be "said"
- 37 13 "I" should be "he"
- 40 21 "Shershana" should be "Shoshana"
- 40 22 "Shershana" should be "Shoshana"
- 40 24 "Shershana" should be "Shoshana"
- 42 21 "Shershana" should be "Shoshana"
- 58 21 "CRieders@icloud.com" should be "crieders@icloud.com"
- 67 6 "nor way" should be "Norway"
- 67 23 "thoughts" should be "thought"
- 70 19 "I'll" should be "I"
- 72 22 delete "will"

73 18 "yeah" should be "yes"
73 21 "yeah" should be "yes"
74 2 "cause" should be "because"
74 10 delete "that's"
75 13 should read, "...I don't believe so. Now, if..."
75 23 delete "umm"
75 25 "his" should be "this"
76 10 delete "umm"
76 15 "yeah" should be "yes"
76 18 "cause" should be "because"
79 12 "yeah" should be "yes"
79 16 "yeah" should be "yes"
80 10 "yeah" should be "yes"
80 25 delete "umm"
81 15 "cause" should be "because"
81 17 "forgo" should be "forgot"
84 17 "reported" should be "reputed"
88 19 the line has "allotted" and "original." Does not sound correct and I do not recall what it was now
91 17 "I didn't" should be "it didn't"
92 12 "40" should be "4"
93 7 "til" should be "until"
97 18 "I think so" should be "I don't think so."
97 20 delete "to"
99 18 "tell" should be "told"
101 10 delete "umm"
101 24 "prompt" should be "product"
102 17 should read "... me; that it was looked at..."
105 23 should read "... identical; that it..." and "the" should be "there"
107 12 delete "umm"

1

I, CLIFF A. RIEDERS, ESQUIRE, have read the foregoing deposition prepared by Cynetha Harrison, R.P.R., C.R.R. and it is true and correct to the best of my knowledge and belief. I have so indicated in the above Errata Sheet changes, if any, that were necessary.

EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF DELAWARE**

JEFFREY GABBAY,)	
)	
Plaintiff,)	
)	C.A. No.1:20-cv-00743-LPS
v.)	
)	
BERNARD G. CONAWAY,)	
ESQUIRE, and CONAWAY-LEGAL)	JURY TRIAL DEMANDED
LLC)	
)	
Defendants.)	

**PLAINTIFF'S RESPONSES TO DEFENDANT'S
SECOND REQUEST FOR PRODUCTION OF DOCUMENTS**

PRELIMINARY STATEMENT

1. Plaintiff's investigation and development of all facts and circumstances relating to this action is ongoing. These responses and objections are made without prejudice to, and are not a waiver of, Plaintiff's right to rely on other facts or documents at trial.

2. By making the accompanying responses and these objections to Defendant's Interrogatories, Plaintiff does not waive, and hereby expressly reserves, her right to assert any and all objections as to the admissibility of such responses into evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to, competency, relevancy, materiality and privilege. Further, Plaintiff makes the responses and objections herein without in any way implying that it considers

**IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF DELAWARE**

JEFFREY GABBAY,)	
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)	C.A. No.1:20-cv-00743-LPS
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BERNARD G. CONAWAY,)	
ESQUIRE, and CONAWAY-LEGAL)	JURY TRIAL DEMANDED
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the requests or responses thereto to be relevant or material to the subject matter of this action.

3. Plaintiff will produce responsive documents only to the extent that such documents are in the possession, custody, or control of the Plaintiff, as set forth.

4. Plaintiff expressly reserves the right to supplement, clarify, revise or correct any or all the responses and objections herein, and to assert additional objections or privileges, in one or more subsequent supplemental response(s).

5. Publicly available documents including, but not limited to, newspaper clippings, court papers, and documents available on the internet, will not be produced.

6. Plaintiff objects to each definition and request to the extent that it requires Plaintiff to produce information or documents from persons over whom Plaintiff has no control.

7. Plaintiff objects to each definition and request to the extent that it seeks disclosure of privileged communications, attorney's work product, or trial preparation material.

8. Plaintiff objects to each definition and request to the extent that it is vexatious or seeks information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

9. Plaintiff objects to each definition and request to the extent that it seeks

information that is unduly burdensome to obtain and the extent that it is not reasonably calculated to lead to the discovery of admissible evidence, including the request for the identification of "all" documents or "each" and "every" document when all relevant facts can be obtained from fewer than "all" documents or "each" and "every" document.

10. Plaintiff objects to each definition and request to the extent that it is ambiguous, vague, or otherwise incomprehensible.

11. Plaintiff objects to each definition and request to the extent that it seeks a response which is duplicative of responses to one or more of Defendant's other requests.

12. Plaintiff objects to each definition and request to the extent it seeks information beyond the scope of the Rules.

GENERAL OBJECTIONS

13. Plaintiff objects to each definition and request to the extent that it requires Plaintiff to produce information or documents from persons over whom Plaintiff has no control.

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18. Plaintiff objects to each definition and request to the extent that it seeks a response which is duplicative of responses to one or more of plaintiffs' other requests.

19. Plaintiff objects to each definition and request to the extent it seeks information beyond the scope of the Rules.

RESPONSES:

1. Produce true, correct, and complete phone records of calls made to or from the telephone number 972-544-286287¹ during the time period May 1, 2019, to August 1, 2019.

Response: Plaintiff objects to each definition and request to the extent that it seeks information which is unduly burdensome to obtain and the extent that it is not reasonably calculated to lead to the discovery of admissible evidence, including the request for the identification of "all" documents or "each" and "every" document when all relevant facts can be obtained from fewer than "all" documents or "each" and "every" document. Notwithstanding, Plaintiff is attempting to collect the records.

2. Produce true, correct, and complete copies of communications received or sent from jeff@argamantech.com during the period May 1, 2019, to August 1, 2019.

Response: Plaintiff objects to the request to the extent that it seeks information which is unduly burdensome to obtain and the extent that it is not

¹ On page 77, at line 13, of the Plaintiff's March 16, 2023, deposition he described this number as "my cellphone number." If the transcription of that number as it appears in the deposition is incorrect, then so indicate. In any event, this document requests records of calls made and received using the Plaintiff's correct cellphone number, whatever that number may be.

reasonably calculated to lead to the discovery of admissible evidence, including the request for the identification of "all" communications. In addition, Plaintiff objects to the request to the extent that it requires the Plaintiff to produce information or documents from persons over whom Plaintiff has no control. Plaintiff is no longer in possession of such information. Plaintiff has not had access to this email since returning his computer to the company in November 2021. Notwithstanding, see attached and previously provided documents.

3. Produce true, correct, and complete copies of all communications between You and/or Your Spouse and Profile Investment Services and the Bank of New York Mellon for the time period April 1 to August 1, 2019.

Response: Plaintiff objects to the request to the extent that it seeks information which is unduly burdensome to obtain and the extent that it is not reasonably calculated to lead to the discovery of admissible evidence, including the request for the identification of "all" communications. In addition, Plaintiff objects to the request to the extent that it requires the Plaintiff to produce information or documents from persons over whom Plaintiff has no control. Plaintiff is no longer in possession of such information. Notwithstanding, see attached and previously provided documents.

4. Produce true, correct, and complete copies of all communications between You and Clifford A. Rieders, Esquire for the time period May 1, 2019, to

October 16, 2019, and that relate in any way to the events described in Your Complaint(s) and Answer(s).

Response: Plaintiff objects to the request to the extent that it seeks information which is unduly burdensome to obtain and the extent that it is not reasonably calculated to lead to the discovery of admissible evidence, including the request for the identification of "all" communications. Notwithstanding, see attached and previously provided documents.

5. Produce true, correct, and complete copies of all communications between You, Argaman and Kakadu that relates in any way to the events described in Your Complaint(s) and the Answer(s).

Response: Plaintiff objects to the request to the extent that it seeks information which is unduly burdensome to obtain and the extent that it is not reasonably calculated to lead to the discovery of admissible evidence, including the request for the identification of "all" communications. In addition, Plaintiff objects to the request to the extent that it requires the Plaintiff to produce information or documents from persons over whom Plaintiff has no control. Plaintiff is no longer in possession of such information. Plaintiff has not had access to this email since returning his computer to the company in November 2021. Notwithstanding, see attached and previously provided documents.

6. Produce true, correct, and complete copies of all communications

between You, Argaman and the Israel Police Security Department that relates in any way to the events described in Your Complaint(s) and the Answer(s).

Response: Plaintiff objects to the request to the extent that it seeks information which is unduly burdensome to obtain and the extent that it is not reasonably calculated to lead to the discovery of admissible evidence, including the request for the identification of "all" communications. In addition, Plaintiff objects to the request to the extent that it requires the Plaintiff to produce information or documents from persons over whom Plaintiff has no control. Plaintiff is no longer in possession of such information. Notwithstanding, see attached and previously provided documents.

THE POLIQUIN FIRM, LLC.

/s/ Ronald G. Poliquin
Ronald G. Poliquin, Esquire
I.D. No. 4447
1475 S. Governors Ave.
Dover, DE 19904
(302) 702-5501
Attorney for Jeffrey Gabbay

May 14, 2024